



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING - UPDATED MEETING TIME

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, February 13, 2024 at 5:30 PM

AGENDA

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CITY COUNCIL, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, AND NORMAN TAX INCREMENT FINANCE AUTHORITY

You are required to sign up in advance of the meeting on the City's webpage, by calling the City Clerk's Office (405-366-5406), or at the Council Chambers prior to the start of the meeting with your name, ward, and item you wish to speak to including whether you are a proponent or opponent. When the time comes for public comments, the Clerk will call your name and you can make your way to the podium. Comments may be limited on items of higher interest, if so, the Mayor will announce that at the beginning of the meeting. Participants may speak one time only up to 3 minutes per person per item. There will be no yielding of time to another person. Sign up does not guarantee you will get to speak if the allotted time for that item has already been exhausted. If there is time remaining after those registered to speak have spoken, persons not previously signed up may have the opportunity to speak. Comments received must be limited to the motion on the floor only.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 1 through Item 20 be placed on the consent docket.

APPROVAL OF MINUTES

1. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

CITY COUNCIL OVERSIGHT COMMITTEE MEETING MINUTES OF JANUARY 13, 2022.

CITY COUNCIL RETREAT MEETING MINUTES OF AUGUST 18, 2023.

CITY COUNCIL SPECIAL MEETING MINUTES OF OCTOBER 17, 2023.

CITY COUNCIL SPECIAL MEETING MINUTES OF NOVEMBER 14, 2023.

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF JANUARY 18, 2024.

Reports/Communications

2. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.

Request for Payment

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF THE RATIFICATION OF THE DECLARATION OF AN EMERGENCY TO REPAIR THE NORMAN TRANSIT CENTER AT 320 EAST COMANCHE STREET BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CAVINS CONSTRUCTION AND ENVIRONMENTAL GROUP IN THE AMOUNT OF \$124,033.46 AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Easement

4. CONSIDERATION OF GRANTING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-128: A PERMANENT WATER LINE EASEMENT TO THE CITY OF NORMAN FROM THE BOARD OF REGENTS FOR THE UNIVERSITY OF OKLAHOMA NEW STUDENT HOUSING DEVELOPMENT.

Contracts

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2021-72: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND MESHEK & ASSOCIATES, LLC, INCREASING THE CONTRACT BY \$67,000 FOR A REVISED CONTRACT AMOUNT OF \$134,000 FOR LINKING AS-BUILT RECORDS TO THE CITY GIS SYSTEM FOR WATER AND SANITARY SEWER PROJECTS AND BUDGET TRANSFERS.
6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2223-173: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CRAFTON TULL & ASSOCIATES, INC., IN THE AMOUNT OF \$120,500 FOR THE DESIGN OF THE BOYD STREET STORM SEWER REPLACEMENT AND TRANSFER OF FUNDS AS OUTLINED IN THE STAFF REPORT.
7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2324-14: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN AFFORDABLE HOUSING CORPORATION, INC. IN THE AMOUNT OF \$100,515.23 FOR A TOTAL CONTRACT AMOUNT OF \$200,515.23 FOR THE ACQUISITION OF PROPERTY FOR AFFORDABLE HOUSING.
8. CONSIDERATION OF AWARDDING, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2324-36 AND CONTRACT K-2324-111: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SILVER STAR CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$1,028,500 FOR THE ASPHALT PAVEMENT - FYE 2024 LOCATIONS PROJECT, PERFORMANCE BOND B-2324-44; STATUTORY BOND B-2324-45; MAINTENANCE BOND MB-2324-45, AND RESOLUTION R-2324-98 GRANTING TAX-EXEMPT STATUS.
9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-121: BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN ARTS COUNCIL, FOR A SERVICE AGREEMENT FOR THE 2024 ARTFUL INLETS PROJECT.
10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-135: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND BENCHMARK ENGINEERING FOR ON-CALL CONSTRUCTION TESTING SERVICES.
11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-137: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND CEC ENGINEERING FOR ON-CALL CONSTRUCTION TESTING SERVICES.

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-138: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND ENGINEERING SERVICES AND TESTING FOR ON-CALL CONSTRUCTION TESTING SERVICES (EST).

WCC Court Order

13. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-114: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY DAN ATTAWAY UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *DAN ATTAWAY V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2022-06389 G; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

Resolutions

14. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-113: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE CITY OF NORMAN TRANSFERRING \$125,000 FROM THE PARKS ADMINISTRATION DIVISION MINOR EQUIPMENT AND TOOLS ACCOUNT TO THE NEET EASEMENT VEGETATION REPLACEMENT PROJECT TO BE USED FOR THE PLANTING OF TREES IN VARIOUS PARKS.
15. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-115: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY APPROPRIATING \$70,000 FROM THE WATER FUND ACCOUNT TO THE LINE MAINTENANCE WATER DIVISION ACCOUNT FOR WATER LINE REPAIRS, RESTORATIONS AND CONTRACT DATA SERVICES.
16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-116: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$15,971.65 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT TO REPAIR POLICE DEPARTMENT VEHICLES AND EQUIPMENT DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.

17. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-117: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) APPROVING THE PAYMENT OF \$1,611,683 FOR THE FLOOD AVENUE MULTIMODAL PATH ALONG TECUMSEH ROAD AND FLOOD AVENUE FROM 24TH AVENUE NW EAST TO FLOOD AVENUE AND SOUTH TO ROBINSON STREET AND BUDGET TRANSFER.

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-119: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY (THE "BORROWER") APPROVING A LOAN APPLICATION TO THE OKLAHOMA WATER RESOURCES BOARD; DECLARING THE INTENT OF THE BORROWER TO EXPEND CERTAIN FUNDS IN CONNECTION WITH CERTAIN WASTEWATER SYSTEM IMPROVEMENTS WITH SAID EXPENDITURES TO BE REIMBURSED FROM PROCEEDS OF DEBT TO BE INCURRED BY THE BORROWER; APPROVING AND AUTHORIZING A CLEAN WATER SRF LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$5,000,000; APPROVING THE ISSUANCE OF A PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$5,000,000, SECURED BY A PLEDGE OF REVENUES AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FOR CLEAN WATER SRF LOAN; DESIGNATING A LOCAL TRUSTEE AND APPROVING AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT; RATIFYING AND CONFIRMING AN AMENDED LEASE AGREEMENT WHEREBY THE CITY OF NORMAN, OKLAHOMA LEASED ITS WATER AND SANITARY SEWER SYSTEMS TO THE BORROWER; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A PROJECT COSTS DISBURSEMENT ACCOUNT; APPROVING PROFESSIONAL SERVICES AGREEMENTS; APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-120: A RESOLUTION OF THE CITY OF NORMAN, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE NORMAN UTILITIES AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF A CLEAN WATER SRF PROMISSORY NOTE OF THE AUTHORITY TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING AN AMENDED LEASE AGREEMENT WHEREBY THE CITY LEASES ITS WATER AND SANITARY SEWER SYSTEMS TO THE AUTHORITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-123: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$307,077 FROM THE GENERAL FUND BALANCE TO THE FIRE SUPPRESSION: SERVICE EQUIPMENT-FIRE TRUCKS ACCOUNT.

NON-CONSENT ITEMS

Second Reading Ordinance

21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-83: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE MIXED USE DESIGNATION AND LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE MIXED USE DESIGNATION, REMOVE FROM THE FUTURE URBAN SERVICE AREA AND PLACE THE SAME IN THE CURRENT URBAN SERVICE AREA, AND REMOVE FROM SPECIAL PLANNING AREA 7 (SPA-7) DESIGNATION. (EAST OF US HIGHWAY 77, SOUTH OF EAST CEDAR LANE ROAD, AND NORTH OF POST OAK ROAD)
22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-33 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF US HIGHWAY 77, SOUTH OF EAST CEDAR LAND ROAD, AND NORTH OF POST OAK ROAD)
23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-34 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN SO AS TO CLOSURE OF THE 66' OF 24TH AVENUE S.E. STATUTORY RIGHT-OF-WAY LYING IN SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST AND SECTION FIFTEEN (15), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN.

24. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-11 PRELIMINARY PLAT FOR LIBERTY POINT ADDITION, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED EAST OF CLASSEN BOULEVARD (U.S. HIGHWAY 77) ONE HALF MILE SOUTH OF CEDAR LANE ROAD AND NORTH OF POST OAK ROAD).

25. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-109: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND WIGGINS PROPERTIES, L.L.C., AUTHORIZING COLLECTION OF A MONTHLY LIFT STATION FEE FROM DEVELOPED LOTS IN THE LIBERTY POINT DEVELOPMENT FOR THE OPERATION, MAINTENANCE AND REPLACEMENT OF THE POST OAK LIFT STATION.

MISCELLANEOUS COMMENTS

This is an opportunity for citizens to address City Council. Due to Open Meeting Act regulations, Council is not able to participate in discussion during miscellaneous comments. Remarks should be directed to the Council as a whole and limited to three minutes or less.

ADJOURNMENT

File Attachments for Item:

1. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

CITY COUNCIL OVERSIGHT COMMITTEE MEETING MINUTES OF JANUARY 13, 2022.

CITY COUNCIL RETREAT MEETING MINUTES OF AUGUST 18, 2023.

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CITY COUNCIL SPECIAL MEETING MINUTES OF NOVEMBER 14, 2023.

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF JANUARY 18, 2024.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/13/2024

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:

CITY COUNCIL OVERSIGHT COMMITTEE MEETING MINUTES OF JANUARY 13, 2022.

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CITY COUNCIL SPECIAL MEETING MINUTES OF NOVEMBER 14, 2023.

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF JANUARY 18, 2024.

CITY COUNCIL OVERSIGHT COMMITTEE MINUTES

January 13, 2022

The City Council Oversight Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 4:00 p.m. in the Conference Room on the 13th day of January, 2022, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Holman, Schueler, Studley and
Chairman Hall

ABSENT: None

OTHER STAFF PRESENT: Mr. Darrel Pyle, City Manager
Ms. Kathryn Walker, City Attorney
Ms. Jeanne Snider, Assistant City Attorney II
Ms. Heather Poole, Assistant City Attorney II
Mr. Anthony Purinton, Assistant City Attorney I
Mr. James Briggs, Park Planner
Mr. Jason Olsen, Director of Parks and Recreation
(via Zoom)
Ms. Syndi Runyon, Administrative Tech IV
Ms. Lisa Webb, Administrative Tech III

Item 1, being:

DISCUSSION REGARDING A TREE CANOPY MASTER PLAN AND A TREE PLANTING PROGRAM:

Mr. Jason Olsen, Director of Parks and Recreation, introduced Ms. Dana Karcher with Davey Resource Group who made a presentation on “Growing an Urban Forestry Program for Norman, OK”. She discussed what performing a tree inventory would involve. The Urban Master Plan is a roadmap based on community needs. A Steering Committee would need to be created to determine what updates and/or changes that need to be done with the ordinance.

The Urban Forest Master Plan involves community input to develop a road map and data from either a Canopy or iTree eco Inventory as well as what goals need to be set for the future.

Chairman Hall commented that this project has been on the agenda twice in 2020 but the pandemic has affected the ability to act on this. The tree ordinance was adopted in 2018 and was well received by the Council and the community even though the City did not have a Forester position at that time. Tim Vermillion, Forester for the City, was at the last two meetings of this committee and definitely supported a tree canopy plan. She asked, where the canopy study fits in to the Urban Forest Master Plan.

Ms. Karcher answered that you can choose to do a sample inventory by using iTree Eco and determine what the value of the urban forest is. A Canopy study helps determine where to plant trees, what percentage of the city is canopy, what species of trees are included and what are best for the cost. Also, an operations review would be included as part of the Master Plan and would look at what equipment is available, what employees are needed versus what are available and a sustainability plan (using electric versus gas powered machines).

An ordinance review was suggested using Davey Resource Group. A team needs to be built with the developers and utility companies. Chairman Hall said Ward 4 is passionate about the tree canopy as it includes the Historic Districts. The question was posed, is it possible to break down the canopy percentage by Ward versus the entire City? Councilmember Holman brought up the fact that in different wards there are a lot of new developments versus other wards which include older areas of the City, so the percent of canopy or canopy goals should vary amongst wards. Also mentioned was to have a management plan to find a way to not lose trees to storms, etc. Ms. Karcher mentioned getting advocacy groups involved, e.g., Keep Norman Beautiful, Sierra Club, Tree Board, etc.

Committee members discussed how to best work with the utility companies in the future when they have a project that would take out a lot of trees or do any project that alters the canopy. Councilmember Holman said a lot of residents had no idea this project was happening and now they are left with decimated back yards, no shade from the sun and reduction of property values. Chairman Hall suggested having the tree trimming companies register/license through the City, as other cities require licenses to prune trees, etc. Council also discussed the possibility of having private property owners being able to designate trees on their property as historical with the help of the City Forester and have it deed restricted.

Councilmember Holman asked whether Ms. Karcher had any experiences with other cities and how they deal with the utility companies. She said the utility companies are doing the greatest harm to the trees in Norman.

Ms. Karcher suggested utility companies be allowed to prune to ANZI standards and the cities would put this in their tree ordinance. Utilities do have the right-of-way to cut trees because of fire safety, etc., and it usually does not matter if the tree or the utility wires were there first. Getting the utility companies involved in the discussion is an important part of the process. She said for trees that are cut down by utilities, developing an Urban Wood Network to utilize the wood from trees is very beneficial. Recent storm damage to the canopy in Norman has been catastrophic and maintenance needs to be done.

Councilmember Studley expressed frustration with the right-of-way use with the utilities and would like to see them forced to coordinate with the City via an Ordinance. There are some cities that require ALL tree removals to be permitted. Ms. Karcher said larger cities do have it in place but they also have eight or nine Forester positions and that is all that they deal with. It is a lot of work for staff.

Mr. Olsen said the job description for the new Forester will need to be clarified as this person was spread too thin previously. A "Naturalist" position is going to be requested in the future as the City is seeing more requests for pollinator gardens, beautification projects and landscaping. Ms. Karcher is willing to provide example job descriptions from other cities for the Urban Forester, City Arborist and Naturalist positions.

Chairman Hall mentioned that we had tried to do a Native Garden at the Central Library and have had push back on that as it was not communicated well with the public. She would like to see pollinator gardens along I-35 and in our Parks.

Chairman Hall recommended moving forward with the Master Plan, Tree Inventory and Ordinance Review. Councilmember Studley asked what the cost of using Davey Resource Group would be. City Manager Pyle indicated that there would be budget development meetings coming and the next step would be putting this as a line item in the budget process. Mr. James Briggs thanked Ms. Karcher for being here at the meeting today with no contract in hand yet. Councilmember Holman said that the things this Urban Master Plan will bring us will be, Quality of Life, Property Value and Economic Development. Jason Olsen indicated that the price tag for this project is approximately \$100-\$200,000, depending on the options. Chairman Hall commented that the tree canopy does add property value for residents so this is a worthwhile project.

Item submitted for the record:

PRESENTATION ENTITLED, "GROWING AN URBAN FORESTRY PROGRAM,
IDEAS FOR NORMAN, OK" BY DAVEY RESOURCE GROUP

* * * * *

Item 2 being:

STAFF REPORT ON HOMELESS ACTIVITY

City Manager Pyle said that the shelter has been at capacity a few nights recently but no one has been turned away. There is a capacity of 35 persons at the City shelter. Staff used reception space for people to come in out of the cold on the bitterly cold nights.

Chairman Hall wanted to know when the Homebase Gaps Analysis Report would be ready to present to the City Council. City Manager Pyle will report back to the City Council on when the Gaps Analysis report will be ready to present. Councilmember Holman wanted to know what our process was for when we are at capacity. City Manager Pyle reported that, as stated before, there have been no nights that we turned anyone away needing shelter so we have not had to resort to an alternate plan.

Item submitted for the record:

SHELTER QUARTERLY REPORT
(OCTOBER 2021-DECEMBER 2021), HOMELESSNESS UPDATE

* * * * *

ADJOURNMENT:

The meeting adjourned at 5:24 p.m.

ATTEST:

City Clerk

Mayor



MINUTES

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CALL TO ORDER

PRESENT

Mayor Larry Heikkila
Councilmember Ward 1 Austin Ball
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Bree Montoya
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Michael Nash
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Matthew Peacock

AGENDA ITEMS

1. DISCUSSION REGARDING 2023-2024 PRIORITIES, GOALS, AND OBJECTIVES FOR CITY COUNCIL INCLUDING UPDATES FROM STAFF.

Ms. Kathryn Walker, City Attorney, provided an overview regarding the use of social media and City issued iPads and cell phones.

Ms. Tiffany Vrska, Chief Communication Officer, provided an overview communication and outreach and reviewed opportunities for Council and their constituents to receive information from the City.

2. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 § 307(B) (1) IN ORDER TO DISCUSS INTERNAL AUDITOR CANDIDATES. Item 1.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 7 Holman.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

The Special Meeting was adjourned out of and an Executive Session was convened at 11:22 a.m. Mr. Darrell Pyle, City Manager, Ms. Kathryn Walker, City Attorney, and Ms. Brenda Hall, City Clerk, were in attendance at the Executive Session.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 2 Schueler.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

The Executive Session was adjourned out of and the Special Session was reconvened at 11:36 a.m.

The selection of an Internal City Auditor was discussed in Executive Session. No action was taken and no votes were cast.

Comp Plan Committee

Councilmembers discussed appointments for the Comp Plan Committee and made recommendations to move forward.

Updates

City Attorney Kathryn Walker provided updates on the Council Handbook and an overview of the Charter as it relates to violations.

City Manager Darrel Pyle provided an update on the litter control program Council has discussed and the correlating request for proposals to run the program. Councilmembers felt someone with case management skills is necessary due to the potential workers from our unhoused community.

Councilmembers discussed developing a ten year election schedule and identified the following items that would need to come before the voters in coming years and potential dates:

OGE & OEC franchises – OGE March 2024
Regional Transit (RTA) – potentially November 2024
Sewer Rate increase - 2024
NORMAN FORWARD II - 2025
Street Maintenance Bond Program - 2026
Street/Transportation Bond Program - 2028
Public Safety Sales Tax increase, wait for results of the Public Safety Study
Stormwater

FYE 2024 Goals

Carryover from FYE 2023

- Pattern zoning
- Accessory dwelling units
- Evaluation of all City fees
- Burying utility lines
- Small developer incentives – redevelopment of vacant store fronts
- Restructuring boards, commissions and committees
- Homelessness-permanent housing
- Tree Ordinance updates (Tree Planting Program and funding)
- Affordable housing
- Entertainment Overlay District
- Policing/Police Accountability
- Comp Plan, Stormwater, Transportation, Wastewater, Water and Parks Master Plans update
- Tourism initiatives – agri-tourism Lake Thunderbird
- Update to ULI Study on Griffin property
- Noise Ordinance update
- Strong Towns – Community Action labs
- Mental Health/Addiction – working with our partners
- Equity in parks across the City; expanded spaces, video game trailer for pop up parks
- Sobering Center
- Public Safety Study
- Council Handbook

The meeting recessed at 3:41 p.m. to be reconvened at 9:00 a.m. on August 19, 2023

The meeting reconvened at 9:00 a.m. on Saturday, August 19, 2023.

New Goals

- Center City TIF – release projects
- Incentives for alley upgrades
- Branding James Garner
- Notification radius for zoning applications
- Traffic calming evaluation
- Reinvest Norman
- Fire Stations – quality of life budget
- NORMAN FORWARD II
- Parking – minimum/maximum – density bonuses and lot design
- Homebase Plan review
- Street car loop to business districts
- Shopping carts
- Micro grants for place making
- ADA crosswalks
- East side revitalization
- Sidewalk gap by ward
- Pantry policies
- Expansion of CNZOD
- Forfeiture/Seizure Policy
- Performance contracting

Mayor Heikkila thanked everyone for their participation and team effort in this goal setting session. He said the City Clerk will prepare a final report of the proposed goals and priorities.

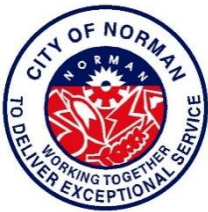
ADJOURNMENT

The meeting was adjourned at 12:17 p.m.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK
CITY COUNCIL FINANCE COMMITTEE MEETING
Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069
Thursday, January 18, 2024 at 4:00 PM

MINUTES

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CALL TO ORDER

PRESENT

Mayor Larry Heikkila
Councilmember Ward 3 Bree Montoya

ABSENT

Councilmember Ward 6 Elizabeth Foreman

OTHERS

Councilmember Ward 4 Helen Grant
Councilmember Ward 7 Stephen Holman
Councilmember Ward 5 Michael Nash
Anthony Francisco, Director of Finance
Kim Coffman, Budget Manager
Jacob Huckabaa, Budget Technician
Dannielle Risenhoover, Administrative Tech. IV
Kathryn Walker, City Attorney
Scott Sturtz, City Engineer
Brenda Hall, City Clerk
Shaakira Calnick, Internal Auditor
Jason Olsen, Director of Parks and Recreation
Nathan Madenwald, Utilities Engineer

Mayor Heikkila called the meeting to order at approximately 4:00 PM.

AGENDA ITEMS

1. DISCUSSION REGARDING THE MID-YEAR BUDGET REVIEW.

Anthony Francisco gave the report. Francisco stated that the Net Revenue Stabilization Fund Ordinance requires that the Committee do a mid-year budget review after the City's fiscal year ending audit has been completed and accepted by the Council.

"One of the things that we do at that mid-year budget review is for Council to consider whether we want to make a "rainy day" fund deposit or keep things as they are and just kind of get a look at where things are," Francisco said.

The revenue side of the General Fund is on budget; however, there was a substantial increase in the capital outlay expenditures. "This fiscal year, the City has supplemented the usual capital outlay money that goes toward vehicle replacement with some General Fund money and with some Seizure Fund money. In a normal year we spend about \$4.5 million on those sorts of things and this year we're projecting to spend about \$11.5 million. That was a Council decision," Francisco said.

The General Fund continues to subsidize the Public Safety Sales Tax (PSST) Fund and the Transportation Fund. Some of these subsidies are being reimbursed through grants. Councilmember Homan said, "If I recall, last year, PSST and Transit weren't needing a General Fund subsidy." Francisco replied, "The Transit Fund has mostly to do with that new service. The PSST Fund has to do with the four School Resource Officers that were added and just the impact of those salary increases." Kim Coffman also added that the cost of the mid-mount aerial ladder, paid from the PSST Fund, required subsidizing.

On a net basis, it is projected that the City will spend approximately \$4.8 million more than they acquire in Fiscal Year 2023-2024. "The City could close this fiscal year with a reserve of \$13.4 million which is about \$10.3 million in excess of the minimum reserves that we are mandated to have in the General Fund," Francisco said. "We have added about 30 positions in the General Fund and we've given some fairly substantial pay raises in City wide positions that are affecting the General Fund; so, you see that on an on-going basis, we're projecting that we're going to be drawing down the General Fund balance - spending more than we're taking in, in each of the next five fiscal years to the extent that if our projections are exactly right, we will have wiped out our fund balance four years from now." Francisco continued, "Our job is to show you what the trends are, if we stay on the trends that we are on in the hope that we won't stay on those trends. We need to do something so that we are not continuing to draw down our fund balances for ongoing expenses like salaries."

Francisco gave some examples of what Council could do to protect the General Fund. They included holding positions vacant as long as possible, reducing positions in some targeted areas, slowing the rate of increase and growth in the salary and benefit category, and trying to reduce health insurance claim costs.

The Net Revenue Stabilization Fund (Rainy Day Fund) will close this fiscal year \$389,000 in excess of what the minimum Rainy Day Fund balance requires. This fund is about \$655,000 short of the targeted fund balance. Francisco said, "The question would be, do you want to make a deposit to the Rainy Day Fund to bring it up to its targeted level or do you want it to stay as it is?" Mayor Heikkila asked the Committee, "What are your thoughts?" Councilmember Holman asked Francisco how he would describe the difference between the Emergency

Reserve Fund and the Rainy Day Fund. Francisco replied, "The Emergency Reserve is actually appropriated money. It's in the budget; it's under the purview of the City Manager to spend it. There would need to be a Council action before the Rainy Day funds could be appropriated. That's the biggest difference, and even before Council can make appropriations from the Net Revenue Stabilization Fund (Rainy Day Fund), there are some strings attached...there has to be a federally declared disaster, or there has to be a state declared disaster, or some major one-time expense that cannot be covered out of the 1% Emergency Reserve or normal General Fund balances." The consensus of the Committee was that the Rainy Day Fund balance would be left "as is" for the time being.

While four School Resource Officers have been added to the City's Public Safety Sales Tax budget, it is not projected that the Norman Public School District will increase their contribution of funds to the City for these officers - other than, the on-going, formula based 5% increase, for School Resource Officers. "We will continue to have to require subsidies from the General Fund and we will still have a negative fund balance in the Public Safety Sales Tax Fund. Again, that was anticipated; that's why after the critical capital needs are done, Public Safety Sales Tax revenues and expenditures will fold into the General Fund, but it will be an expense in excess of what the Public Safety Sales Tax is bringing in," Francisco said.

Mayor Heikkila said, "We're talking one half of one percent of sales tax. What would it take to make up the deficit if we decided that we were going to change that percentage?"

Francisco replied, "It would take a vote of the people. Council could direct 'let's go to 5/8 or 3/4% (sales tax) and put that as a referendum to the vote of the people.'"

The Seizures and Restitution Fund started the year with a fund balance of approximately \$1.7 million. It's projected that this balance will be reduced to about \$226,000 due to vehicle replacement costs.

The Public Transportation and Parking Fund is projected to end this fiscal year and the next four fiscal years with a positive fund balance of \$508,504.

The Water Fund is projected to spend \$35 million on capital project costs and end this fiscal year with a fund balance of \$2.5 million - if all of the planned capital projects are completed; however, Francisco stated, "Going forward, Council needs to be aware that in order to maintain the capital program that we know we have to do, to replace those iron pipes and that sort of thing, we're going to need another rate increase. It may not be for another year or two or three, but just know that in order to do the capital programs that we've already mandated ourselves to do, we're going to need revenues to pay for it."

The Water Reclamation Fund is expected to end the year with a balance of \$883,000. This comes after expenditures of approximately \$6.5 million. This creates a \$1.6 million shortage in the fund's mandated reserves. "This is demonstrated financially that you need to be considering this fund in the near future. It's not a long term thing here," Francisco said.

The New Development Fund relates to development fees that are paid upon building permit issuance. These funds can only be used for the expansion of the City's sewer system. Francisco stated that it's not likely that the City will spend the projected \$4.9 million down too quickly, "but if we do, this Fund is going to have some trouble." The Fund would be left with a negative \$230,000 balance this fiscal year. With the current circumstances of this Fund, construction of

the southeast lift station may have to be delayed. "There needs to be some changes to the trends in this Fund," Francisco stated.

The Sanitation Fund, given a \$16 million revenue source, is repeatedly, barely breaking even. Francisco told the Committee, "You may want to consider some additional programs in this area, some accelerated capital equipment replacements, and that sort of thing, but again, I would wait and see what happens with that Cost of Service Study to see what to do with the Sanitation Fund."

The Norman Forward Fund shows the bond and pay as you go funds being spent rapidly; however, Francisco states, "The Fund is ok." The brick and mortar projects included in this fund are over 90% complete. There are seven more years of tax revenue dedicated to this fund.

The Center City TIF Fund has an unreserved balance that is projected to be approximately \$3.8 million at the end of fiscal year '24. "This is money that is waiting for projects," Francisco said.

2. DISCUSSION REGARDING CITY FEES - REVIEW/COMPARISON.

Anthony Francisco presented a list comparing city fees within Oklahoma along with the City of Norman Revenue Manual. He asked the Committee to review these documents and contact him regarding fees that they'd like to see reviewed.

3. INTERNAL AUDIT PROGRAMS STATUS.

Internal Auditor Shaakira Calnick gave the report in which the development of a new audit committee was discussed. Historically the City Council Finance Committee has served as the Audit Committee. Mayor Heikkila asked Calnick if she wanted the Audit Committee to consist of the City Council Finance Committee and all Councilmembers. Calnick responded, "I want us to account for transparency, accountability, and fairness; so, I think two people from the public to sit on the Committee would provide that balance. It could be all of the City Council Members, but as far as having the transparency and accountability, I believe two people, at large, from the community, that of course have experience in auditing, should be on the Committee."

Francisco stated, "You could certainly form another committee that would have two accounting types on it, but that would be a new committee."

Councilmember Montoya said, "I appreciate the efforts in trying to establish a separate committee, but in my opinion, I think it (the Audit Committee) should be this Committee. As a professional who works six days a week, I think the challenge is going to be finding somebody from the public that is qualified, who has the time to serve on the committee."

Mayor Heikkila said, "I would rather start simple and get larger later."

Councilmember Holman said, "I'm not opposed to there being a separate committee. There's other Council committees that have sub-committees. I would probably agree that starting it in this committee, gauging whether we could find one or two citizens that would be willing to come in quarterly and participate in this meeting, and then figuring out if that's the best way to do it or maybe we find out that yeah, a separate committee from this one would be best."

Mayor Heikkila stated, "In the (charter) paragraph that describes the committee itself, I would suggest that we start off with the idea that it's just us and then put in there some kind of phrase that gives us the ability to amend on the fly."

Councilmember Montoya volunteered to present the volunteer, Audit Committee positions at her upcoming Oklahoma Society of Certified Public Accountants luncheon as a way to help gauge the participation interest.

It was the Committee's general consensus that the City Council Finance Committee would remain the Audit Committee until further discussion.

4. DISCUSSION REGARDING MONTHLY REVENUE AND EXPENDITURE REPORTS.

Anthony Francisco gave the report. Sales tax for the month of January, which reflects November sales, was up 1.78%. Fiscal year-to-date, the City is within one-third of 1% of its projected revenue.

ADJOURNMENT

Mayor Heikkila adjourned the meeting at approximately 5:20 PM.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Tuesday, November 14, 2023 at 5:00 PM

MINUTES

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CALL TO ORDER

Mayor Heikkila called the Meeting to Order at 5:00 p.m.

PRESENT

Mayor Larry Heikkila
Councilmember Ward 1 Austin Ball
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Bree Montoya
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Michael Nash
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Matthew Peacock

ABSENT

None

AGENDA ITEMS

1. DISCUSSION REGARDING TAX INCREMENT FINANCING UNDER THE LOCAL DEVELOPMENT ACT.

Ms. Kathryn Walker, City Attorney, said Article X, Section 6C of the Oklahoma Constitution authorizes the Legislature to adopt laws allowing municipalities, and counties the ability to provide incentives, exemptions, and other relief from taxation for certain designated areas, including enterprise and investment areas.

Ms. Walker said the Local Development Act was adopted in 1992 allowing municipalities and counties to implement a tax increment finance district (TIF) in an area that is unproductive, undeveloped, underdeveloped, or blighted.

Tax Increment Financing is a tool to be used in areas where investment, development, and economic growth are difficult, but possible with TIF assistance. A TIF can be used to generate new employment opportunities through the creation of new enterprise, new economic activity, and new investment; attract investment in areas of need throughout the City (reinvestment areas, historic preservation areas, enterprise areas); and generate new residential and commercial investment that enhances quality of life, education, and economic stability.

A TIF allows a city, town, or county to direct the apportionment of an increment of certain local taxes and fees to finance public project costs in order to stimulate development in the area. The increment is the portion of the ad valorem taxes produced by the increased value of the property in the TIF District and/or the portion of sales taxes collected each year that are generated by the project. Ms. Walker said TIFs do not impose new taxes, they just take advantage of the growth of new taxes from the new development.

Ms. Walker said TIFs can be used in Enterprise Areas – any area within a designated state or federal enterprise zone; Historic Preservation Area – an area or structure listed in or nominated by the State Historic Office to the National Register of Historic Places, and subject to historic preservation zoning; and Reinvestment Areas – an area requiring public improvements in order to reverse economic stagnation or decline, to serve as a catalyst for retaining or expanding employment or to attract major investment to the area.

Project Plan

In designating a TIF District, there needs to be a Project Plan; Review Committee; approval of Planning Commission; Two Public Hearings; and Council adoption. The Project Plan requirements include boundaries of increment district and project area, including illustrative sketch; general description of public improvements, private investment, and estimated public revenues to accrue; list of project costs; general description of method of financing, sources, timeframe; maps showing existing uses and conditions; proposed improvements; proposed changes in zoning, if required; proposed changes in master plan and city ordinance, if required; name of person in charge of implementation; and authorization of any public entity to carry out any part of the project plan.

Review Committee

A Review Committee must be appointed prior to public hearings and adoption or approval of a project plan. Membership is set by statute and requires representative of governing body (Chairperson), representative designated by Planning Commission, and representatives designated by impacted taxing jurisdictions that can include Cleveland County, Cleveland County Health Department, Pioneer Library System, Norman Public Schools, and Moore-Norman Technology Center. The Committee selects three members from a list of seven representatives provided by the Chairperson.

The role of the Review Committee is to make findings and recommendations to Council on conditions establishing the eligibility of the proposed district, whether the proposed plan and project will have a financial impact on any taxing jurisdiction and business activities within the proposed district, that must include analysis used to project revenues over the life of the project plan, the effect on the taxing entities, and appropriateness of the approval of the proposed plan and project. The Review Committee may recommend the project plan be approved, denied, or approved subject to conditions set forth by the Committee. If Council changes the area to be included in the proposed district or there are any substantial changes in the proposed plan and project, the Review Committee must review it again and may modify its findings and recommendations.

Planning Commission

The Planning Commission must review the proposed plan and make a recommendation on the plan to the governing body and the project plan must include any proposed changes to the master plan and zoning.

Public Hearings

Ms. Walker said there are very specific notice requirements for public hearings. The purpose of the first public hearing is to provide information and answer questions and must include an analysis of potential positive or negative impacts, which may result from the adoption of the project plan. The second public hearing is held to allow any interested person(s) the opportunity to express their views on the proposed plan.

Council Consideration

After all the steps are followed, Council will review an ordinance adopting the project plan on its agenda for a First and Second Reading. Council will be provided all minutes and reports of the Planning Commission and Review Committee as well as economic analysis used to evaluate the proposal. The TIF Oversight Committee for University North Park (UNP) TIF Two has asked for an opportunity to review the proposal and that review will be scheduled when the project plan is completed.

Councilmembers thanked Staff for the presentation.

Items submitted for the record

1. PowerPoint entitled, "Tax Increment Finance Districts," dated November 14, 2023

* * * * *

2. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 § 307(B)(4) TO DISCUSS PENDING LITIGATION IN THE CASE OF FLORES V. CITY OF NORMAN, CASE NO. CJ-2021-1051.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 8 Peacock.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock.

The City Council adjourned into Executive Session at 5:17 p.m. Ms. Kathryn Walker, City Attorney, was in attendance at the Executive Session.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 2, Schueler.

Voting Yea: Mayor Heikkila, Councilmember Ward 1 Ball, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock.

The Executive Session was adjourned out of and the Special Session was reconvened at 5:43 p.m.

The possible litigation of Flores vs. the City of Norman, Case No. CM-2021-1051, was discussed. No action was taken and no votes were cast.

* * * * *

ADJOURNMENT

The meeting was adjourned at 5:44 p.m.

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL SPECIAL MEETING

Municipal Building, Executive Conference Room, 201 West Gray, Norman,
OK 73069

Tuesday, October 17, 2023 at 5:30 PM

MINUTES

It is the policy of the City of Norman that no person or groups of persons shall on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, relation, or genetic information, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in employment activities or in all programs, services, or activities administered by the City, its recipients, sub-recipients, and contractors. In the event of any comments, complaints, modifications, accommodations, alternative formats, and auxiliary aids and services regarding accessibility or inclusion, please contact the ADA Technician at 405-366-5446, Relay Service: 711. To better serve you, five (5) business days' advance notice is preferred.

CALL TO ORDER

Mayor Heikkila called the Meeting to Order at 5:30 p.m.

PRESENT

Mayor Larry Heikkila
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Bree Montoya
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Michael Nash
Councilmember Ward 7 Stephen Holman

ABSENT

Councilmember Ward 1 Austin Ball
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 8 Matthew Peacock

AGENDA ITEMS

1. UPDATE ON ARPA AFFORDABLE HOUSING PROJECT.

Mr. Anthony Purinton, Assistant City Manager, in the September 26th Council Conference, Staff introduced the Crimson Flat Project and proposed timelines. Council requested more information about the funding source for site work contribution. A pre-development meeting was held on September 28th with no residents attending and on October 12th, the Planning Commission unanimously recommended approval of the rezoning and preliminary plat.

Mr. Purinton said the federal government recently relaxed some requirements to use American Rescue Plan Act (ARPA) funds for affordable housing. The proposed project consists of 75 affordable housing units that are affordable at 30% to 60% of Area Median Income (AMI) for 40 years. ARPA funding will be used as a long term loan of \$5.5 million at 3% interest over 30 years so any payments made come back free and clear of any ARPA requirements. Depending on federal funding, project completion is expected by August 31, 2026, or October 31, 2026.

Mr. Purinton said the City agreed to pay \$500,000 toward site work and infrastructure to the property, such as Imhoff Road Widening, and the developer is responsible for the rest of the site preparation. Reducing costs of site work for developer's portion of the project gives the project a higher chance of receiving federal Low Income Housing Tax Credit (LIHTC) funding in the competitive application. He said \$900,000 is available from the Asp Avenue Parking Lot Project, which was paid from another account freeing these funds for other projects.

Councilmember Schueler said Council wants to ensure that any application is the most competitive one because without that funding, this project does not exist and Councilmembers concurred.

Items submitted for the record

1. PowerPoint entitled, "City of Norman Affordable Housing Project Updated," dated October 13, 2023, by Lisa Krieg, Community Development Block Grant (CDBG), Grants Manager and Anthony Purinton, Assistant City Attorney

* * * * *

2. DISCUSSION REGARDING COUNCIL PRIORITY FRAMEWORK, COMMITTEE PROCESS, AND STRUCTURE FOR AIM NORMAN COMPREHENSIVE PLAN.

Ms. Kathryn Walker, City Attorney, said there has been discussion regarding priorities related to Area and Infrastructure Master Plan, AIM Norman Comprehensive Plan (AIM Norman), and tonight's discussion is all about gathering feedback.

Mayor Heikkila said Councilmember Peacock, who is absent, wanted to try to align the AIM Norman process with One Norman goals and objectives and recommended some goals from Minneapolis, Minnesota, that he liked.

Mayor Heikkila said his idea of a goal is something that is measurable, time oriented, and achievable. He said there are some good things in the Minneapolis language that are applicable to Norman and can be used as a framework in judging whether something is working or not.

Councilmember Holman asked the year goal of AIM Norman and Ms. Lora Hoggatt, Planning Services Manager, 2045. Councilmember Holman said Councilmember Peacock liked Minneapolis' 2040 Plan because they set goals and had timelines for reaching those goals.

Mr. Darrel Pyle, City Manager, said many of environmental goals are measurable.

Councilmember Schueler said she wants to ensure the public is being heard and there needs to be a document that members of the public have access to follow the process as well as give feedback throughout the process.

Mayor Heikkila said One Norman goals are still in draft form and he agrees that incorporating them into AIM Norman would be too rigid, but using them as a framework might be the best option.

Councilmember Grant said City has other Master Plans, such as the 2025 Land Use and Transportation Plan, that have goals and policies, but you will not find equity and inclusion in these plans. She said One Norman has made it clear their policy framework comes only after a round or two of community feedback. She said the AIM Steering Committee should be aware of and have access to these plans as they are working towards a framework for AIM Norman.

Councilmember Holman agreed it would be helpful for the Committee members to look at goals, visions, and policies in the 2025 Land Use Plan as well as other Master Plans.

Mayor Heikkila said any adopted AIM Norman Plan should be reviewed every five years to keep it up to date and in-line with the community's goals and vision.

Ms. Walker said the resolution states the Steering Committee shall create sub-committees to assist in tasks and a member of the Steering Committee shall serve as Chair to each of the sub-committees. Each sub-committee member shall be vetted according to their knowledge, skills, background, or expertise in the subject to be addressed in each sub-committee and all committee members shall be approved by a simple majority vote of the AIM Norman Steering Committee.

Councilmember Schueler said limiting members to expertise leaves out people in the community that might be interested in or could provide feedback. The resolution does not lay out how the sub-committee members will be selected and she has concerns about how those applications are brought forward, who is vetting the applications, etc. She said more guidelines are needed so everyone is operating from the same set of rules and the public understands how to participate and how the application selection process works. She would like to draft more explicit language in the resolution that guides what that selection process is going to look like and be more inclusive on who might be able to serve. She said it is imperative to get this right and have clear policies and procedures and Councilmember Grant agreed.

Mayor Heikkila said the AIM Norman Comprehensive Plan will be invaluable for future growth.

Items submitted for the record

1. Norman 2025 Land Use and Transportation Plan
2. One Norman Draft Vision
3. PowerPoint presentation entitled, "Minneapolis 2040"

* * * * *

3. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES TITLE 25 § 307(B) (1) IN ORDER TO DISCUSS THE HIRING OF THE CITY AUDITOR.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

Voting Yea: Mayor Heikkila, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman.

The City Council adjourned into Executive Session at 6:00 p.m. Ms. Kathryn Walker, City Attorney was in attendance at the Executive Session.

Motion made by Councilmember Ward 2 Schueler, Seconded by Councilmember Ward 4 Grant.

Voting Yea: Mayor Heikkila, Councilmember Ward 2 Schueler, Councilmember Ward 3 Montoya, Councilmember Ward 4 Grant, Councilmember Ward 5 Nash, Councilmember Ward 7 Holman.

The Executive Session was adjourned out of and the Special Session was reconvened at 6:15 p.m.

The hiring of the City Auditor was discussed. No action was taken and no votes were cast.

* * * * *

ADJOURNMENT

The meeting was adjourned at 6:16 p.m.

ATTEST:

City Clerk

Mayor

File Attachments for Item:

2. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/13/2024

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR REJECTION OF RECEIPT OF THE CITY MANAGER'S CONTRACT AND CHANGE ORDER REPORT AND DIRECTING THE FILING THEREOF.



DATE: January 18, 2024

TO: Darrel Pyle, City Manager

THROUGH: Scott Sturtz, Interim Director of Public Works

FROM: Paul D'Andrea, Capital Projects Engineer

SUBJECT: On-Call Engineering Contract K-1920-59 Work Order No. 3 with Garver, in the amount of \$7,480.00 for the creation of a video to educate the public on the use of the new multi-lane roundabout at Flood Avenue and James Garner.

BACKGROUND:

On October 13, 2015, Norman Voters approved the \$150 million, 15-year, Norman Forward Sales Tax initiative. The program outlined various citywide projects to improve the quality of life for the citizens of Norman. One of these projects is the James Garner Avenue – Acres Street to Flood Avenue project. This project was to be allotted a budget from Norman Forward funds of \$6,000,000.

This Norman Forward Street Improvement Project will create a new entry into downtown and will help alleviate traffic on both Flood Avenue and Porter Avenue. The scope of this project includes:

- Construction of a new two-lane extension of James Garner Avenue from Acres Street to Flood Avenue
- New roadway bridge over Robinson Street
- New two-lane modern roundabout intersection at Flood Avenue
- Landscaping and Low Impact Development measures in roadway medians
- Reconstruction and extension of a portion of the Legacy Trail to accommodate the new roadway.
- New lighting along the street and Legacy Trail.
- Reconstruction of local residential streets as necessary.

DISCUSSION:

Construction of the new multi-lane roundabout at Flood Avenue and James Garner Avenue has begun and is expected to be completed this spring. City staff are getting asked questions on how the roundabout will function. As a result, ahead of the opening of the roundabout, we feel it would be prudent to provide some education to the public on the use of the roundabout.

Our design consultant, Garver, LLC, has prepared the attached contract proposal for preparing an animated video to illustrate how to navigate the roundabout for the various movements that

Work Order No. 3 K-1920-59
 Change Order No. 1 - Contract No K-2021-53
 Porter Avenue and Acres Street 2019 Bond Project
 February 23, 2021

drivers may need to make through the intersection. The video is intended to illustrate which lanes to use for various movements as well as who should yield to whom at the weaving points within the roundabout.

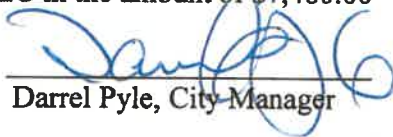
This video will be placed on the NormanStreets.com website, and we intend to erect project signs in the vicinity of the construction site to direct people to the website for more information regarding the roundabout.

There are funds available within the project construction budget to cover the education costs, but they will require a budget transfer in the amount of \$7,480 from the construction account to the design account upon approval of the contract work order.

RECOMMENDATION No. 1:

Staff recommends approval of Work Order No. 3 to On-Call Engineering Contract K-1920-59 with Garver, LLC in the amount of \$7,480.00

Approved by:


 Darrel Pyle, City Manager

Date:

1-19-24

Denied by:

Darrel Pyle, City Manager

Date:

CC:

Tim Miles, Acting City Engineer
 David Riesland, Transportation Engineer

**James Garner Avenue Roundabout Animation
Work Order 3 - For Professional Engineering Services
City of Norman**

In accordance with the Agreement for On-Call Engineering and Environmental Services between City of Norman/ Norman Utilities Authority/ Norman Municipal Authority (Owner) and Garver, LLC (Engineer) dated October 11, 2019 ("Master Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Title:** James Garner Ave. Roundabout Animation (Work Order 3)
2. **Description:** The Owner is proposing to prepare an animation for purposes of educating the public about how to use the new roundabout at James Garner venue and Flood Avenue. It is desired to show the roundabout in animated format to demonstrate the layout and six (6) movements that drivers will encounter when using the roundabout. The Engineer will use existing CAD base mapping completed for the project as the basis of the animation creation.
3. **Services of the Engineer:** In accordance with the Master Agreement, and as described in this Work Order, the basic services include preparation of a digital animation illustrating how to use the new roundabout at James Garner Avenue and Flood Avenue.

More specifically, the Engineer will perform the following services:

3.1 Engineer will use project CAD base mapping to prepare a 3D model of the intersection layout that will be used as the basis for the video. The 3D environment will focus on roadway layout and focus on roadway function, with minimal landscape or other contextual information. The video will depict the overall roundabout layout and six (6) movements that drivers might encounter when using the roundabout. The scenarios for each movement will be accompanied by animation that includes arrows, text, and voice over description. Total video run time will be approximately two (2) minutes.

Engineer will prepare a storyboard to plan each 'scene' of the video for City of Norman review and approval prior to video preparation. The storyboard will include conceptual representation of the sequences of the video, possible on-screen text and graphics, possible voice over dialogue, and other pertinent details.

The final video will be produced in Adobe Premiere and exported in a video format(s) of the City's choosing with consideration to both computer and mobile users.

3.2. Engineer will conduct three (3) meetings with Owner:

- Kickoff meeting with City to discuss video
- Storyboard review meeting
- Pre-final video review meeting

4. **Project Deliverables:** The following will be submitted to the Owner, or others as indicated, by the Engineer:
- 4.1 Video storyboard illustrating the proposed sequencing of the video and content of each scene.
 - 4.2 Pre-final video for review and approval
 - 4.3 Final video in format(s) chosen by City

5. **Extra Work:** The following items are not included within the scope of this Agreement but such services are available from Engineer and will be considered extra work:

- 5.1 Photorealistic still or renderings of the proposed conditions.
- 5.2 Changes to project design.
- 5.3 Additional video or editing services other than those specified in this Agreement.

The scope for Additional Services may be authorized at a later time under separate work orders to the Master Agreement.

6. **Owner's Responsibilities:** As indicated in the Master Agreement, and:

- 6.1 Provide a list of scenarios to be included in storyboard and animation.
- 6.2 Review, provide comments, and approve storyboard.
- 6.3 Review, provide comments, and approve pre-final video animation.

7. **Payment to the Engineer:** The Owner will pay the Engineer, for the time spent on the project at the rates established in the Master Agreement and adjusted for inflation in accordance with Article 3 of the Master Agreement, for each classification of the Engineer's personnel plus any reimbursable expense including but not limited to printing, reproduction and travel. The total amount paid to the Engineer under this agreement is estimated at \$7,480.00 and detailed in Appendix A. The actual total fee may exceed this estimate if authorized in writing by the Owner.

8. **Schedule:** Discounting unforeseen conditions and circumstances beyond the Engineer's control, and the time associated with Owner review, the Engineer shall complete the work in accordance with the schedule below:

<u>Phase Description</u>	<u>Calendar Days</u>
Completion of Storyboard	Within 10 days from Notice to Proceed
Completion of Pre-Final Video	Within 20 days from storyboard comments
Completion of Final Video	Within 10 days from pre-final video comments

Final video will be delivered to the City of Norman by February 28, 2024.

Contract K-1920-59
Work Order #3

9. **Approval and Acceptance:** Approval and acceptance of this Work Order, including attachments listed above, shall incorporate this document as part of the Agreement. The Engineer is authorized to begin work upon receipt of an executed copy of this Work Order by the Owner.

The effective Date of the Work Order is 1-19-, 2024.

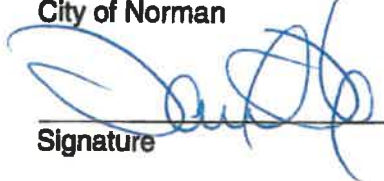
Engineer:
Garver, LLC


Signature

J. Bret Cabbiness, PE

Sr. Project Manager
Title

Owner:
City of Norman


Signature

Darrel Pyle
City Manager
Title

Garver #2400115-P

Exhibit A**City of Norman****WO #3- James Garner Ave. Roundabout Animation****FEE SUMMARY**

Fee Type	Title I Service	Estimated Fees
Lump Sum	Video Prep	\$ 7,480.00
	Subtotal for Title I Service	\$ 7,480.00



Exhibit A
City of Norman
WO #3- James Garner Ave. Roundabout Animation
Garver Hourly Rate Schedule: July 2024 - June 2025

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 130.00	RS-1	\$ 104.00
E-2	\$ 144.00	RS-2	\$ 137.00
E-3	\$ 174.00	RS-3	\$ 194.00
E-4	\$ 203.00	RS-4	\$ 268.00
E-5	\$ 247.00	RS-5	\$ 335.00
E-6	\$ 304.00	RS-6	\$ 411.00
E-7	\$ 422.00	RS-7	\$ 460.00
Planners		Environmental Specialists	
P-1	\$ 157.00	ES-1	\$ 104.00
P-2	\$ 196.00	ES-2	\$ 131.00
P-3	\$ 244.00	ES-3	\$ 168.00
P-4	\$ 273.00	ES-4	\$ 198.00
P-5	\$ 308.00	ES-5	\$ 248.00
Designers		ES-6	\$ 318.00
D-1	\$ 118.00	ES-7	\$ 398.00
D-2	\$ 135.00	ES-8	\$ 450.00
D-3	\$ 161.00	Project Controls	
D-4	\$ 193.00	PC-1	\$ 106.00
Technicians		PC-2	\$ 140.00
T-1	\$ 95.00	PC-3	\$ 178.00
T-2	\$ 114.00	PC-4	\$ 229.00
T-3	\$ 139.00	PC-5	\$ 280.00
T-4	\$ 180.00	PC-6	\$ 361.00
Surveyors		PC-7	\$ 454.00
S-1	\$ 58.00	Administration / Management	
S-2	\$ 77.00	AM-1	\$ 75.00
S-3	\$ 103.00	AM-2	\$ 96.00
S-4	\$ 148.00	AM-3	\$ 134.00
S-5	\$ 187.00	AM-4	\$ 171.00
S-6	\$ 218.00	AM-5	\$ 209.00
2-Man Crew (Survey)	\$ 225.00	AM-6	\$ 272.00
3-Man Crew (Survey)	\$ 282.00	AM-7	\$ 320.00
2-Man Crew (GPS Survey)	\$ 245.00	M-1	\$ 510.00
3-Man Crew (GPS Survey)	\$ 302.00		
Construction Observation			
C-1	\$ 112.00		
C-2	\$ 140.00		
C-3	\$ 171.00		
C-4	\$ 221.00		
C-5	\$ 259.00		

Agreement for Professional Services
Wo #3- James Garner Ave. Roundabout Animation

Garver Project No. Project Number

File Attachments for Item:

3. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF THE RATIFICATION OF THE DECLARATION OF AN EMERGENCY TO REPAIR THE NORMAN TRANSIT CENTER AT 320 EAST COMANCHE STREET BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CAVINS CONSTRUCTION AND ENVIRONMENTAL GROUP IN THE AMOUNT OF \$124,033.46 AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/13/2023

REQUESTER: Taylor Johnson, Transit and Parking Program Manager

PRESENTER: Scott Sturtz, Interim Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF THE RATIFICATION OF THE DECLARATION OF AN EMERGENCY TO REPAIR THE NORMAN TRANSIT CENTER AT 320 EAST COMANCHE STREET BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CAVINS CONSTRUCTION AND ENVIRONMENTAL GROUP IN THE AMOUNT OF \$124,033.46 AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

Following the development of the Go Norman Transit Plan, which was approved in June 2021, the property at 320 East Comanche Street was evaluated and then recommended to be purchased by the City to remodel into a new Norman Transit Center. Council approved the purchase sale agreement for 320 East Comanche Street on January 19, 2022, and the City assumed ownership on March 4, 2022.

City Council then approved a contract with McKinney Architects to provide Architectural and Engineering services for the property on May 10, 2022.

On January 4, 2023, the City of Norman opened bids for the City Transit Center Remodel project. On February 14, 2023, City Council approved contract K-2223-72 with Stronghold Construction.

The Norman Transit Center was substantially completed on October 6, 2023. The facility opened, and the transit-modified route network began operating out of the Norman Transit Center on October 16, 2023. As of November 10, 2023, Stronghold Construction had completed all work associated with the Norman Transit Center Project contract. All final punch list items had been addressed at this point. City Council approved the final acceptance and payment for the project on November 28, 2023.

DISCUSSION:

Late in the evening on October 26, 2023, City Transit Staff received a message from EMBARK staff that the lower level staff restrooms had backed up and flooding was occurring. The Transit and Parking Program Manager went to the site immediately. After consultation with the Director

of Parks and Recreation, who oversees Facility Maintenance, and the Director of Public Works, it was concluded that quick and decisive action was necessary to avert potential human health hazards (i.e., unsanitary wastewater contact) and exponential recovery costs.

Staff coordinated with a Norman-owned business, Cavins Construction and Environmental Group (CCEG), to conduct an on-site inspection immediately that evening. They reaffirmed our conclusion that rapid action was required. They immediately began remediating the facility where wastewater had made contact. This work continued into the early morning hours of October 27, 2023. The remediation was only to the lower level of staff restrooms. Remediation included removing the lower two feet of drywall and the vinyl tile flooring, which is standard industry practice.

Staff were told that the reason for the backup was the decay of the old wastewater pipes. As these pipes were iron, they had begun rusting and flaking, causing debris to be caught. This is what ultimately led to the incident.

On October 28, 2023, the City Manager declared this situation an emergency to repair per the attached memo. CCEG began to repair the damage to the Norman Transit Center immediately.

The City Code allows for emergency actions and contractual arrangements to be approved by the City Manager, exempted from normal competitive bidding and contractual approval requirements. The City Council is requested to ratify these emergency actions.

To cover payment, it is requested that \$124,033.46 in funds be appropriated from General Fund Balance (account 10-29000) to the Public Transit and Parking Fund, Building Maintenance (account 27550277-44210).

RECOMMENDATION 1:

It is recommended that the City of Norman City Council ratify staff actions and approve payment to Cavins Construction and Environmental Group in the amount of \$124,033.46 for the wastewater remediation and build back at the Norman Transit Center, 320 East Comanche Street.

RECOMMENDATION 2:

It is recommended that the City of Norman City Council approve an appropriation from General Fund Balance (account 10-29000) to the Public Transit and Parking Fund, Building Maintenance (account 27550277-44210) to cover the costs of the repairs.



MEMO TO: Darrel Pyle, City Manager
FROM: Taylor Johnson, Transit and Parking Program Manager
DATE: October 27, 2023
SUBJECT: Norman Transit Center Emergency Wastewater Line Repair

Late in the evening on October 26, 2023, City Transit Staff received a message from EMBARK staff that the lower level staff restrooms had backed up and flooding was occurring. The Transit and Parking Program Manager went to the site immediately. After consultation with the Director of Parks and Recreation, who oversees Facility Maintenance, and the Director of Public Works, it was concluded that quick and decisive action was necessary to avert potential human health hazards (i.e., unsanitary wastewater contact) and exponential recovery costs.

Staff coordinated with a Norman-owned business, Cavins Construction and Environmental Group (CCEG), to conduct an on-site inspection immediately that evening. They reaffirmed our conclusion that rapid action was required. They immediately began remediating the facility where wastewater had made contact. This work continued into the early morning hours of October 27, 2023. The remediation was only to the lower level of staff restrooms.

Remediation included removing the lower two feet of drywall and the vinyl tile flooring, which is standard industry practice.

Staff were told that the reason for the backup was the decay of the old wastewater pipes. As these pipes were iron, they had begun rusting and flaking, causing debris to be caught. This is what ultimately led to the incident.

Due to the high usage of the facility, staff are requesting consideration of approval for CCEG make repairs to decrease the time that this facility will not be fully functional. The City Code allows for emergency actions and contractual arrangements to be approved by the City Manager, exempted from normal competitive bidding and contractual approval requirements.

Approved: 
 Darrel Pyle, City Manager

Date: 10-28-23

Denied: _____
 Darrel Pyle, City Manager

Date: _____

CC:

CAVINS

NORTH TEXAS | KANSAS | ARKANSAS | OKLAHOMA GROUP

INVOICE

1839 Atchison Drive
 Norman, OK 73069
 Phone: 405 573-3048, Fax: 405 579-4964

DATE: December 11, 2023

INVOICE #: 23-JP301

LIC #80000972

Bill To:

City of Norman - Transit Center
 320 East Comanche Street
 Norman, OK 73069

DESCRIPTION	AMOUNT
Cavins Environmental responded to an after hours Category 3 (sewage) water loss at the Norman Transit center on 10/26/23. Cavins performed extraction, demo, and decontamination. Cavins plumbing assisted with sewer line locates, demo of old sewer lines, and replacement. Cavins electricians assisted with installation of a new grinder pump. After inspections were passed, concrete was poured, build back, and cleaning were completed. Please refer to daily reports for additional information.	
Thursday, October 26, 2023 - After Hours	
- Project Manager: 2.25 hours x \$230/hr (after hours)	\$ 517.50
- Field Administrator: 1.25 hours x \$160/hr	\$ 200.00
- Lead Remediation Technician #1 : 6.25 hours x \$200/hr	\$ 1,250.00
- Lead Remediation Technician #2: 6.75 hours x \$200/hr	\$ 1,350.00
- Lead Remediation Technician #3: 6 hours x \$200/hr	\$ 1,200.00
- Apprentice Remediation Technician: 6.75 x \$135/hr	\$ 911.25
- Plumber: 1.5 hours x \$250/hr	\$ 375.00
- Mobilization/Demobilization Fee (one time)	\$ 360.00
- Extraction Truck: 1.75 hours x \$480/hr	\$ 840.00
- Dumpster	\$ 550.00
- Antimicrobial Treatment and Fogging:	\$ 95.00
Friday, October 27, 2023	
- Project Manager: 1.25 hours x \$145/hr	\$ 181.25
- Assistant Project Manager: 2.25 hours x \$99/hr	\$ 222.75
- Lead Remediation Technician: 7 hours x \$125/hr	\$ 875.00

Monday, October 30, 2023

- Supervisor: 3.75 hours x \$125/hr	\$	468.75
- Assistant Project Manager: 2 hours x \$99/hr	\$	198.00
- Plumber: 7 hours x \$155/hr	\$	1,085.00
- Apprentice Plumber: 4 hours x \$85/hr	\$	340.00

Equipment:

- Jack Hammers: 2 x \$131/day	\$	262.00
- Video Pipe Inspection: 3 hours x \$225/hr	\$	675.00

Tuesday, October 31, 2023

- Supervisor: 8 hours x \$125/hr	\$	1,000.00
.5 hours x \$200/hr (after hours)	\$	100.00
- Assistant Project Manager: .5 hours x \$99/hr	\$	49.50
- Construction Technician: 4.5 hours x \$125/hr	\$	562.50
- Construction Apprentice: 7.75 hour x \$85/hr	\$	658.75

Wednesday, November 1, 2023

- Supervisor: 5.75 hours x \$125/hr	\$	718.75
- Assistant Project Manager: .5 hours x \$99/hr	\$	49.50
- Plumber: 8 hours x \$155/hr	\$	1,240.00
- Apprentice Plumber #1: 8 hours x \$85/hr	\$	680.00
- Apprentice Plumber #2: 8 hours x \$85/hr	\$	680.00
- Concrete Cutting Service	\$	350.00

Equipment:

- Jack Hammers: 2 x \$131/day	\$	262.00
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Thursday, November 2, 2023

- Supervisor: 8 hours x \$125/hr	\$	1,000.00
.25 hours x \$200/hr (after hours)	\$	50.00
- Office Administrator: .5 hours x \$95/hr	\$	47.50
- Plumber: 8 hours x \$155/hr	\$	1,240.00
- Apprentice Plumber #1: 8 hours x \$85/hr	\$	680.00
- Apprentice Plumber #2: 8 hours x \$85/hr	\$	680.00
- Apprentice Plumber #3: 8 hours x \$85/hr	\$	680.00

Equipment:

- Jack Hammers: 2 x \$131/day	\$	262.00
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- 42" Narrow Traffic Cones: 7 x \$4/day	\$	28.00
Friday, November 3, 2023		
- Supervisor: 8 hours x \$125/hr	\$	1,000.00
.25 hours x \$200/hr	\$	50.00
- Plumber: 8 hours x \$155/hr	\$	1,240.00
- Apprentice Plumber #1: 8 hours x \$85/hr	\$	680.00
- Apprentice Plumber #2: 8 hours x \$85/hr	\$	680.00
- Apprentice Plumber #3: 8 hours x \$85/hr	\$	680.00
- Office Administrator: .5 hours x \$95/hr	\$	47.50
Equipment:		
- 42" Narrow Traffic Cones: 7 x \$4/day	\$	28.00
- Dumpster Pulled and Reset	\$	550.00
Monday, November 6, 2023		
- Supervisor: 8 hours x \$125/hr	\$	1,000.00
2.5 hours x \$200/hr (after hours)	\$	500.00
- Office Administrator: .5 hours x \$95/hr	\$	47.50
- Logistics/Procurement: 1 hour x \$95/hr	\$	95.00
- Plumber: 8 hours x \$155/hr	\$	1,240.00
- Apprentice Plumber #1: 8 hours x \$85/hr	\$	680.00
- Apprentice Plumber #2: 8 hours x \$85/hr	\$	680.00
- Apprentice Plumber #3: 8 hours x \$85/hr	\$	680.00
Equipment:		
- 42" Narrow Traffic Cones: 7 x \$4/day	\$	28.00
- Grinder pump, basin, and alarm system	\$	5,448.70
Tuesday, November 7, 2023		
- Supervisor: 7 hours x \$125/hr	\$	875.00
- Assistant Project Manager: 2 hours x \$99/hr	\$	198.00
- Office Administrator: .5 hours x \$95/hr	\$	47.50
- Plumber: 5 hours x \$155/hr	\$	775.00
- Apprentice Plumber #1: 5 hours x \$85/hr	\$	425.00
- Apprentice Plumber #2: 5 hours x \$85/hr	\$	425.00
- Apprentice Plumber #3: 5 hours x \$85/hr	\$	425.00
- Permit (Plumbing)	\$	74.50
Equipment:		

- 42" Narrow Traffic Cones: 7 x \$4/day	\$	28.00
Wednesday, November 8, 2023		
- Supervisor: 2.5 hours x \$125/hr	\$	312.50
- Assistant Project Manager: .5 hours x \$99/hr	\$	49.50
- Plumber: 3 hours x \$155/hr	\$	465.00
- Apprentice Plumber #1: 3 hours x \$85/hr	\$	255.00
- Apprentice Plumber #2: 3 hours x \$85/hr	\$	255.00
- Apprentice Plumber #3: 3 hours x \$85/hr	\$	255.00
Equipment:		
- 42" Narrow Traffic Cones: 7 x \$4/day	\$	28.00
Thursday, November 9, 2023		
- Project Manager: .5 hours x \$145/hr	\$	72.50
- Supervisor: 6.25 hours x \$125/hr	\$	781.25
- Assistant Project Manager: 3 hours x \$99/hr	\$	297.00
- Construction Technician #1: 2.5 hours x \$125/hr	\$	312.50
- Construction Technician #2: 2.5 hours x \$125/hr	\$	312.50
- Field Administrator: 2.25 hours x \$99/hr	\$	222.75
- Office Administrator: .75 hours x \$95/hr	\$	71.25
- Logistics/Procurement: 2 hours x \$95/hr	\$	190.00
- Electrician: 8 hours x \$155/hr	\$	1,240.00
- Apprentice Electrician: 8 hours x \$85/hr	\$	680.00
Equipment:		
- 42" Narrow Traffic Cones: 7 x \$4/day	\$	28.00
Friday, November 10, 2023		
- Supervisor: 3 hours x \$125/hr	\$	375.00
- Construction Technician #1: 8 hours x \$125/hr	\$	1,000.00
.25 hours x \$200/hr	\$	50.00
- Construction Technician #2: 2.5 hours x \$125/hr	\$	312.50
- Plumber: 2.5 hours x \$155/hr	\$	387.50
Equipment:		
- 42" Narrow Traffic Cones: 7 x \$4/day	\$	28.00
Saturday, November 11, 2023 (After Hours)		
- Construction Technician: 1.5 hours x \$200/hr	\$	300.00

- Plumber: 4.5 hours x \$250/hr	\$	1,125.00
- Apprentice Plumber #1: 4.5 hours x \$135/hr	\$	607.50
- Apprentice Plumber #2: 4.5 hours x \$135/hr	\$	607.50
- Apprentice Plumber #3: 4.5 hours x \$135/hr	\$	607.50
Equipment:		
- 42" Narrow Traffic Cones: 7 x \$4/day	\$	28.00
Monday, November 13, 2023		
- Supervisor: 1.75 hours x \$135/hr	\$	218.75
- Construction Technician #1: 4.25 hours x \$125/hr	\$	531.25
- Construction Technician #2: 4.25 hours x \$125/hr	\$	531.25
Equipment:		
- 42" Narrow Traffic Cones: 7 x \$4/day	\$	28.00
Tuesday, November 14, 2023		
- Project Manager: 2 hours x \$145/hr	\$	290.00
- Supervisor: 8 hours x \$125/hr	\$	1,000.00
- Assistant Project Manager: .5 hours x \$99/hr	\$	49.50
- Construction Technician #1: 8 hours x \$125/hr	\$	1,000.00
1.5 hours x \$200/hr	\$	300.00
- Construction Technician #2: 8 hours x \$125/hr	\$	1,000.00
1.5 hours x \$200/hr	\$	300.00
- Construction Technician #3: 2.75 hours x \$125/hr	\$	343.75
- Construction Technician #4: 2 hours x \$125/hr	\$	250.00
- Construction Apprentice #1: 2 hours x \$85/hr	\$	170.00
- Construction Apprentice #2: 2 hours x \$85/hr	\$	170.00
- Construction Apprentice #3: 2 hours x \$85/hr	\$	170.00
- Field Administrator: 2 hours x \$99/hr	\$	198.00
- Logistics/Procurement: 3.75 hours x \$95/hr	\$	356.25
- Plumber: 2.5 hours x \$155/hr	\$	387.50
- Concrete Pump Truck	\$	404.00
- Concrete Delivery	\$	419.76
Equipment:		
- 42" Narrow Traffic Cones: 7 x \$4/day	\$	28.00
Wednesday, November 15, 2023		

- Supervisor: 5.75 hours x \$125/hr	\$	718.75
- Assistant Project Manager: .25 x \$99/hr	\$	24.75
- Construction Technician #1: 8 hours x \$125/hr	\$	1,000.00
1.75 hours x \$200/hr	\$	350.00
- Construction Technician #2: 6 hours x \$125/hr	\$	750.00
- Construction Technician #3: 5 hours x \$125/hr	\$	625.00
- Construction Technician #4: 1 hour x \$125/hr	\$	125.00
- Construction Apprentice #1: 1 hour x \$85/hr	\$	85.00
- Logistics/Procurement: 4.75 hours x \$95/hr	\$	451.25
Equipment:		
- 42" Narrow Traffic Cones: 7 x \$4/day	\$	28.00
Thursday, November 16, 2023		
- Construction Technician: 3 hours x \$125/hr	\$	375.00
- Plumber: 8 hours x \$155/hr	\$	1,240.00
3 hours x \$250/hr (after hours)	\$	750.00
- Apprentice Plumber #1: 8 hours x \$85/hr	\$	680.00
3 hours x \$135/hr	\$	405.00
- Apprentice Plumber #2: 8 hours x \$85/hr	\$	680.00
3 hours x \$135/hr	\$	405.00
- Apprentice Plumber #3: 8 hours x \$85/hr	\$	680.00
3 hours x \$135/hr	\$	405.00
Equipment:		
- 42" Narrow Traffic Cones: 7 x \$4/day	\$	28.00
Friday, November 17, 2023		
- Supervisor: 1.75 hours x \$125/hr	\$	218.75
- Construction Technician: 3 hours x \$125/hr	\$	375.00
Equipment:		
- 42" Narrow Traffic Cones: 7 x \$4/day	\$	28.00
Monday, November 20, 2023		
- Assistant Project Manager: 1 hour x \$99/hr	\$	99.00
- Construction Technician #1: 8 hours x \$125/hr	\$	1,000.00
2.5 hours x \$200/hr	\$	500.00
- Construction Technician #2: 2 hours x \$125/hr	\$	250.00

- Construction Apprentice: 1.75 hours x \$85/hr	\$	148.75
Tuesday, November 21, 2023		
- Supervisor: 2 hours x \$125/hr	\$	250.00
- Construction Technician #1: 8 hours x \$125/hr	\$	1,000.00
1.5 hours x \$200/hr	\$	300.00
- Field Administrator: .75 hours x \$99/hr	\$	74.25
- Office Administrator: .5 hours x \$95/hr	\$	47.50
Wednesday, November 22, 2023		
- Supervisor: .75 hours x \$125/hr	\$	93.75
- Construction Technician #1: 8 hours x \$125/hr	\$	1,000.00
1 hour x \$200/hr	\$	200.00
- Office Administrator: 1 hour x \$95/hr	\$	95.00
Friday, November 24, 2023		
- Construction Technician: 8 hours x \$125/hr	\$	1,000.00
2.25 hours x \$200/hr	\$	450.00
- Construction Apprentice: 8 hours x \$85/hr	\$	680.00
2.25 hours x \$135/hr	\$	303.75
Saturday, November 25, 2023 (After Hours)		
- Construction Technician: 7 hours x \$200/hr	\$	1,400.00
- Construction Apprentice: 4 hours x \$135/hr	\$	540.00
Monday, November 27, 2023		
- Assistant Project Manager: 1.25 hours x \$99/hr	\$	123.75
- Construction Technician: 4 hours x \$125/hr	\$	500.00
- Logistics/Procurement: 1.25 hours x \$95/hr	\$	123.75
- Plumber: 8 hours x \$155/hr	\$	1,240.00
2 hours x \$250/hr (after hours)	\$	500.00
- Apprentice Plumber #1: 8 hours x \$85/hr	\$	680.00
2 hours x \$135/hr (after hours)	\$	270.00
- Apprentice Plumber #2: 8 hours x \$85/hr	\$	680.00
2 hours x \$135/hr (after hours)	\$	270.00
- Apprentice Plumber #3: 8 hours x \$85/hr	\$	680.00

2 hours x \$135/hr (after hours)	\$	270.00
Tuesday, November 28, 2023		
- Construction Technician #1: 4.5 hours x \$125/hr	\$	562.50
- Construction Technician #2: 2 hours x \$125/hr	\$	250.00
- Construction Apprentice: 2 hours x \$85/hr	\$	170.00
Wednesday, November 29, 2023		
- Construction Technician #1: 7 hours x \$125/hr	\$	875.00
- Construction Technician #2: 6.5 hours x \$125/hr	\$	812.50
- Construction Technician #3: 6 hours x \$125/hr	\$	750.00
- Construction Technician #4: 5 hours x \$125/hr	\$	625.00
- Logistics/Procurement: 1.5 hours x \$95/hr	\$	142.50
Thursday, November 30, 2023		
- Construction Technician #1: 4.5 hours x \$125/hr	\$	562.50
- Construction Technician #2: 3 hours x \$125/hr	\$	375.00
- Construction Technician #3: 2.75 hours x \$125/hr	\$	343.75
Friday, December 1, 2023		
- Project Manager: 1 hour x \$145/hr	\$	145.00
- Supervisor: 2.75 hours x \$125/hr	\$	343.75
- Floor Buffing and Sealing	\$	795.00
Tuesday, December 5, 2023		
- Supervisor: .25 hours x \$125/hr	\$	31.25
Thursday, December 7, 2023		
- Supervisor: 3.25 hours x \$125/hr	\$	406.25
- Construction Technician: 8 hours x \$125/hr	\$	1,000.00
Sunday, December 10, 2023 (discounted to regular hourly rates)		
- Office Administrator: 9.5 hours x \$95/hr	\$	902.50
Materials:		
- Black Duct Tape (heavy duty): 3.25 x \$12.75/ea	\$	41.44

- Double Sided Tape: 3 x \$14.99/ea	\$	44.97
- Gator Guard Tape: 3 x \$11.38/ea	\$	34.14
- Protective Coveralls: 7 x \$18.48/ea	\$	129.36
- N95: 7 x \$1.77/ea	\$	12.39
- 1 gallon liquid antimicrobial: 1 x \$39.14	\$	39.14
- 1 container antimicrobial wipes: 1 x \$39.50	\$	39.50
- 10 x 100 6 mil plastic: 1 x \$54.08	\$	54.08
- 1 box 3 mil trash bags: 1 x \$30.25	\$	30.25
- gator guard (floor protection): 1 roll x \$68.78	\$	68.78
- containment zippers: 3 x \$7.03	\$	21.09
- gloves (by pair): 25 x \$0.26	\$	6.50
- gloves (by box): 1 x \$13.04	\$	13.04
- rags: 32 x \$0.34	\$	10.88
- leather gloves: 3 x \$3.99/ea	\$	11.97
- P100 Filter:	\$	12.78
- Disinfectant Cleaner: 2 x \$5.53/ea	\$	11.06
- Caution Tape	\$	10.56
- Contractor Bags	\$	20.65
- Floor Scraper Blades: 20 x \$2.17/ea	\$	43.40
- Cutting Grinding Wheels	\$	16.05
- Super Glue	\$	18.69
- Plumbing Materials (pipe, fittings, connection materials, mop sink faucet, mop sink, floor drains	\$	3,713.15
- Electric Materials (10/2 M/C Cable, 10/2 90 degree connector, straight connector, 2" PVC, 2" Female ADP, 2" Karflex, 2" Karflex connector)	\$	220.80
Concrete Washout Bin:	\$	52.11
metal framing supplies, fire type drywall, screws, drywall joint compound, mesh tape, insulation, spray texture for touch ups,	\$	791.78
VCT flooring	\$	898.49
Primer and Paint	\$	303.43
FRP sheets, J trim, Seam pieces, caulking, adhesive, concrete adhesive, contact cement, spray adhesive, finish nails, caulking, utility blades, cove base adhesive, cove base, outlet cover, 3 1x10x8, electrical spacers, and powergrab adhesive	\$	1,036.24
Ceiling Tiles	\$	360.04
Subtotal	\$	103,361.22
10% Overhead	\$	10,336.12
10% Profit	\$	10,336.12

***Payments are due by Friday at 5:00pm**

Please make check out to: Cavins Group

This price is for cash, check, or Venmo payments only. If payment is via credit card, there will be an increase in price.

TOTAL	\$	124,033.46
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Payment due upon receipt of invoice, a 2% fee will be charged if payment is not received by Friday at 5:00pm.

THANK YOU FOR YOUR BUSINESS!

File Attachments for Item:

4. CONSIDERATION OF GRANTING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-128: A PERMANENT WATER LINE EASEMENT TO THE CITY OF NORMAN FROM THE BOARD OF REGENTS FOR THE UNIVERSITY OF OKLAHOMA NEW STUDENT HOUSING DEVELOPMENT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: February 13, 2024

REQUESTER: Nathan Madenwald, Utilities Engineer

PRESENTER: Nathan Madenwald, Utilities Engineer

ITEM TITLE: CONSIDERATION OF GRANTING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2324-128:
A PERMANENT WATER LINE EASEMENT TO THE CITY OF NORMAN FROM THE BOARD OF REGENTS FOR THE UNIVERSITY OF OKLAHOMA NEW STUDENT HOUSING DEVELOPMENT.

BACKGROUND:

The University of Oklahoma is constructing new student housing south of Lindsey Street and has determined that an additional water connection from the City of Norman water system is necessary to serve the proposed development. The installation will include new water line, valves, fittings, water meter and vault.

DISCUSSION:

In order to properly operate and maintain the water system improvements to be dedicated to the City of Norman, this easement is required from the property owner.

RECOMMENDATION:

Staff recommends the acceptance of Easement E-2324-128 from the Board of Regents for the University of Oklahoma.

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT the Board of Regents of The University of Oklahoma, in consideration of the sum of Zero Dollars (\$0.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, does hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

See Attached Exhibit A

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a potable water line and meter vault.

In the event Grantee shall no longer require or ceases to use the easement for the purposes set forth herein for which it was granted, then this grant of easement and all rights and privileges granted hereunder shall terminate and Grantee shall cooperate with Grantor and do all things reasonably necessary to give effect hereto.

Grantor retains the right of ingress and egress to and from and across the property for the purpose of constructing roads, drives, sidewalks, utilities, landscaping, and other improvements of its own in a manner and place acceptable to Grantee, acceptance not to be withheld unreasonably.

Grantee shall notify Grantor of its intent to enter the easement and the purpose therefor prior to entry, unless under emergency conditions in which case notice shall be given on the first business day thereafter.

To have and to hold the same unto the said City of Norman, its successors, and assigns.

SIGNED and delivered this 25th day of January, 2024.

Attest:

BY:

Elizabeth Roberts
Interim executive secretary of the Board of Regents
The University of Oklahoma
660 Parrington Oval
Norman, Oklahoma 73019

The Board of Regents of The University of Oklahoma

BY:

Brian Holderread
Vice President for Campus Operations

SEAL:

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

This instrument was acknowledged before me on this 25th day of January, 2024 by Brian Holderread as Vice President for Campus Operations of The University of Oklahoma.

WITNESS my hand and seal the day and year last above written.

Notary Public

My Commission Expires: 6-17-26
Commission No.: 02010483

Approved as to form and legality this 31 day of January, 2024

City Attorney

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

SEAL

EXHIBIT A

WATER LINE & WATER VAULT EASEMENT
GRANTEE: CITY OF NORMAN

P.O.C.
NW Corner of the NE/4 of
Section 6, T8N, R2W
Found Brass Cap per OCCR

Found Cut 'X' at
NE Corner of the NE/4 of
Section 6, T8N, R2W

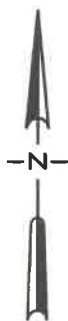
W LINDSEY STREET

N89°52'03"E
1015.88'

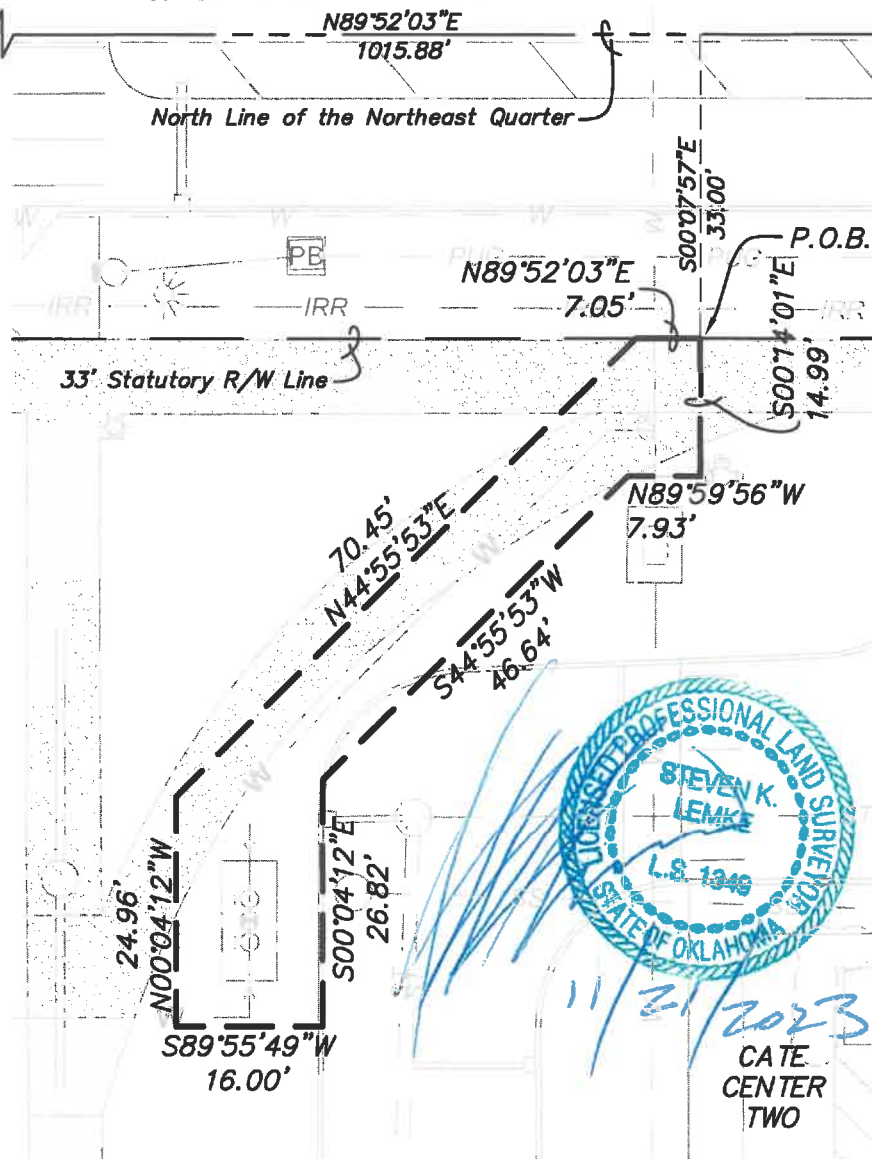
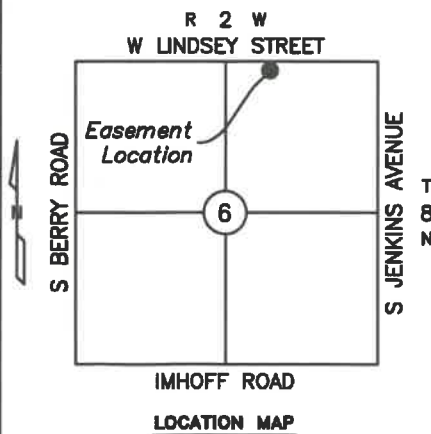
North Line of the Northeast Quarter

This survey meets or exceeds
the requirements set forth
by the "Oklahoma Minimum
Standards for the Practice
of Land Surveying" as
adopted by the Oklahoma
State Board of Licensure for
Professional Engineers and
Land Surveyors.

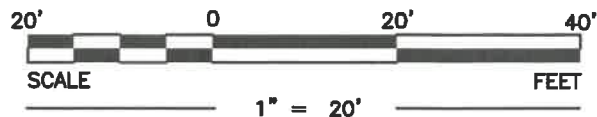
No Monuments have been set
for the Corners of Subject
Easement as of the Date set
forth hereon.



Basis of Bearing:
Grid North of the Oklahoma State
Plane Coordinate System
NAD83 - South Zone - U.S. Feet



Site Last Visited by
the Surveyor on
November 20, 2023.



Surveyed By: SKL
Drawn By: SKL
Approved By: SKL
Date: 11/20/2023
Scale: 1" = 20'
Project No: 04217223.00

Project: WATER LINE & WATER VAULT EASEMENT
GRANTEE: CITY OF NORMAN
Project Location: NE/4 of SECTION 6, T-8-N, R-2-W, I.M.
CLEVELAND COUNTY, OKLAHOMA
Client: UNIVERSITY OF OKLAHOMA
ARCHITECTURAL & ENGINEERING SERVICES

Sheet Number

1

Sheet 1 of 2

EXHIBIT A

WATER LINE & WATER VAULT EASEMENT GRANTEE: CITY OF NORMAN

A strip of land in the Northeast Quarter (NE/4) of Section Six (6), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, and being more particularly described by perimeter metes and bounds as follows:

Commencing at the Northwest Corner of said Northeast Quarter;

Thence North 89° 52' 03" East, along the north line of said Northeast Quarter, a distance of 1,015.88 feet;

Thence South 00° 07' 57" East, perpendicular to the north line of said Northeast Quarter, a distance of 33.00 feet to a point on the Statutory Right-of-Way line, same being the POINT OF BEGINNING;

Thence South 00° 14' 01" East a distance of 14.99 feet;

Thence North 89° 59' 56" West a distance of 7.93 feet;

Thence South 44° 55' 53" West a distance of 46.64 feet;

Thence South 00° 04' 12" East a distance of 26.82 feet;

Thence South 89° 55' 49" West a distance of 16.00 feet;

Thence North 00° 04' 12" West a distance of 24.96 feet;

Thence North 44° 55' 53" East a distance of 70.45 feet to a point on said Statutory Right-of-Way line;

Thence North 89° 52' 03" East, along said Statutory Right-of-Way line, a distance of 7.05 feet to the POINT OF BEGINNING and containing 1,112 square feet more or less.

Basis of Bearing: Grid North of the Oklahoma State Plane Coordinate System - NAD83 - South Zone.

Legal Description prepared by Steven K. Lemke, OK PLS No. 1349 on November 20, 2023.



Steven K. Lemke
Professional Land Surveyor
L.S. 1349
Oklahoma
www.skl-survey.com

Surveyed By: SKL	Project: WATER LINE & WATER VAULT EASEMENT
Drawn By: SKL	GRANTEE: CITY OF NORMAN
Approved By: SKL	Project Location: NE/4 of SECTION 6, T-8-N, R-2-W, I.M.
Date: 11/20/2023	CLEVELAND COUNTY, OKLAHOMA
Scale: n/a	Client: UNIVERSITY OF OKLAHOMA
Project No: 04217223.00	ARCHITECTURAL & ENGINEERING SERVICES

Sheet Number
2
Sheet 2 of 2

File Attachments for Item:

5. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2021-72: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND MESHEK & ASSOCIATES, LLC, INCREASING THE CONTRACT BY \$67,000 FOR A REVISED CONTRACT AMOUNT OF \$134,000 FOR LINKING AS-BUILT RECORDS TO THE CITY GIS SYSTEM FOR WATER AND SANITARY SEWER PROJECTS AND BUDGET TRANSFERS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/13/2024

REQUESTER: Nathan Madenwald, Utilities Engineer

PRESENTER: Nathan Madenwald, Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2021-72: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND MESHEK & ASSOCIATES, LLC, INCREASING THE CONTRACT BY \$67,000 FOR A REVISED CONTRACT AMOUNT OF \$134,000 FOR LINKING AS-BUILT RECORDS TO THE CITY GIS SYSTEM FOR WATER AND SANITARY SEWER PROJECTS AND BUDGET TRANSFERS.

BACKGROUND:

The Norman Utilities Department currently operates and maintains the water and sanitary sewer systems including approximately 650 miles of water mains and 530 miles of sanitary sewer mains and associated appurtenances. These mains were installed through a combination of private development projects and capital improvement projects. Upon the completion of construction, the originally approved plans are marked up by the engineer to document as-built conditions or how the project was actually built to match or account for field conditions.

The City of Norman currently utilizes a file folder system for the storage and access of as-built record documents. While this provides access to the files, the search for the documents can sometimes be inefficient due to variations in file naming or lack of specific record number for each project.

Contract K-2021-72 was approved by the Norman Utilities Authority (NUA) on December 1, 2020, to Meshek & Associates, LLC. This contract provided for Meshek to complete a pilot area for linking as-built records for private development and capital projects and also linking plats to the plat boundaries plus organizing and consistently naming files. Following completion of the pilot area, work would be completed for additional areas as remaining funds allowed.

DISCUSSION:

Work was completed on the pilot area pursuant to the contract. The results met the requirements of the NUA for the pilot area but staff and Meshek realized that the requirements to complete the work would exceed the fee that was originally proposed for the project.

This amendment will provide sufficient fee for Meshek to complete this work for the entire City with payment tied to deliverables for the project based on completion of the work for specific areas of the City. Capital projects will be eliminated from the scope and this effort will be completed with in-house staff after Meshek completes their work.

The amendment fee is \$67,000 with funding to be split equally between the Water (31) and Water Reclamation (32) funds. Funding for this work is proposed to be split as follows:

1. Water – Transfer \$33,500 from Sooner Mall Waterline, Design (Account 31996683-46201 / Project WA0339) which has an available balance of \$85,000 into GIS As-Built Linking, Design (Account 31993395-46201 / Project WA0365); and
2. Wastewater Reclamation – Transfer \$33,500 from WRF Non-Potable Reuse System, Design (Account 32993394-46201 / Project WW0205) which has an available balance of \$65,180, into GIS As-Built Linking, Design account (31993395-46201 / Project WA0365).

RECOMMENDATION 1:

Staff recommends that NUA approve Amendment 1 to Contract K-2021-72 with Meshek & Associates, LLC in the amount of \$67,000 increasing the total contract amount to \$134,000 for GIS As-Built Linking Services.

RECOMMENDATION 2:

Staff recommends that NUA approve budget transfer from Sooner Mall Waterline, Design (Account 31996683-46201 / Project WA0339) in the amount of \$33,500, into GIS As-Built Linking, Design (Account 31993395-46201 / Project WA0365).

RECOMMENDATION 3:

Staff recommends that NUA approve budget transfer from WRF Non-Potable Reuse System, Design (Account 32993394-46201 / Project WW0205) in the amount of \$33,500 into GIS As-Built Linking, Design (Account 31993395-46201 / Project WA0365).

**AMENDMENT NO. 1
TO AGREEMENT
FOR
ENGINEERING SERVICES**

This Amendment No. 1 dated this _____ day of _____ 2024 is made a part of the Agreement dated December 1, 2020, between the Norman Utilities Authority (OWNER) and Meshek & Associates, LLC (ENGINEER) for professional consulting services.

1. The times for the performance of ENGINEER's services of said Agreement are amended as set forth in Attachment A, attached hereto and incorporated by reference herein.
2. The Scope of Services of ENGINEER of said Agreement is amended and supplemented as described in Attachment B attached hereto and incorporated by reference herein.
3. The method of payment for services rendered by ENGINEER shall be set forth in Attachment C, attached hereto and incorporated by reference herein.

Acceptance of the terms of this Amendment is acknowledged by the following authorized signatures of the parties to the Agreement. All other particulars in the original Agreement, and not specifically referenced in this Amendment No. 1 remain in effect and unchanged.

--- REMAINDER OF PAGE LEFT BLANK ---

Amendment No.1
Contract K-2021-72

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this AGREEMENT.

DATED this 2 day of February, 2024.



Meshek & Associates, LLC – ENGINEER

ATTEST

By:

Printed
Name:

Michael Couch

Title:

GIS Department Manager/Principal

Dori Moran
Exp. 01/13/2026
Notary # 22000617

Norman Utilities Authority- OWNER

APPROVED as to form and legality this 8 day of February, 2024.

Cynthia Sheehy
City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 2024.

ATTEST

By:

Printed
Name:

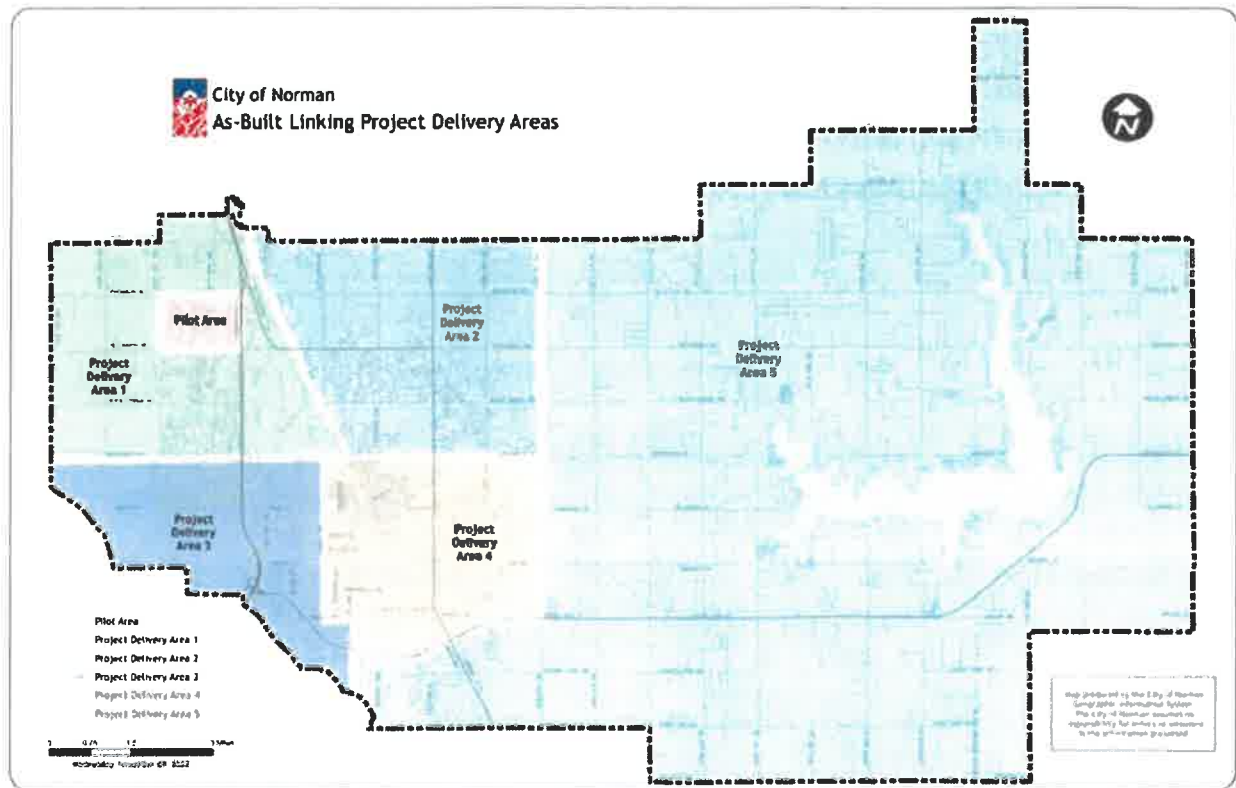
Title:

ATTACHMENT A
SCHEDULE

1. Completion of Project Delivery Area 1 – April 2024
2. Completion of Project Delivery Area 2 – May 2024
3. Completion of Project Delivery Area 3 – June 2024
4. Completion of Project Delivery Area 4 – July 2024
5. Completion of Project Delivery Area 5 – August 2024

ATTACHMENT B

SCOPE OF SERVICES



1. Private Development Plan Linking
 - a. Link each water and sanitary sewer line installed under a private development project to its respective, as-built record document
 - b. Reference unique plan number and as-built date
 - c. **As-Built will be linked in accordance with the Project Delivery areas.**
 - d. **Progress to a following area will not be allowed without completion of a previous area.**
2. Capital Improvement Plan Linking – **Eliminated from scope**
3. Plat Linking
 - a. Link each plat boundary to its respective plat
 - b. Reference plat number and the date it was recorded at the County
4. Organize and Implement File Structure
 - a. Rename and organize linked PDFs following a designated naming system for:
 - i. Private development water plans
 - ii. Private development sanitary sewer plans
 - iii. Capital improvement water plans – **Eliminated from scope**

- iv. Capital improvement sanitary sewer plans – ***Eliminated from scope***
- v. Plats
- b. Organize plans into sets and filed into categorized folders

5. Web Application Development

- a. Maintain a web application hosted by the ENGINEER for the project duration to illustrate live progress and receive feedback from the OWNER

Prior to full implementation, the ENGINEER will prepare a pilot area comprising a fully developed section that also includes capital improvement projects to replicate the anticipated, finished product for the entire City. Upon OWNER acceptance/approval of the pilot section, the ENGINEER will then proceed with the completion of the work for the entire City.

Project will be performed for the Private Development Plans and Plats within the approximately 1,350 subdivisions located outside the pilot area of the original project. The scope of this amendment will not include Capital Improvement plans. Work will begin once notice to proceed and the current version of the City's utility data and plat/plan submittal library at that time is delivered.

Linked assets in the GIS environment shall bring up the PDF as-built record document for use/reference by the user.

Upon completion of the project, ENGINEER will deliver the organized and combined source PDF files and feature layers for OWNER to utilize and develop its own hosting or internally accessible environment. The web application will be designed and implemented to be used in the OWNER's portal environment.

**ATTACHMENT C
COMPENSATION**

The OWNER will compensate ENGINEER on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services, showing the amount added to the previous budget to complete the tasks specified in this amendment's scope:

General Task Description	Original Fee	Proposed Amendment	Revised Total
Private Development As-Builts Linking	\$40,000	\$71,750	\$111,750
Capital Improvement As-Builts Linking (future work excluded from amendment)	\$15,000	-\$9,750	\$5,250
Plats Linking	\$3,500	\$3,000	\$6,500
Organize and Implement File Structure	\$2,500	\$1,000	\$3,500
Web Application	\$6,000	\$1,000	\$7,000
TOTAL	\$67,000	\$67,000	\$134,000

ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to ENGINEER's interim statements.

File Attachments for Item:

6. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2223-173: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CRAFTON TULL & ASSOCIATES, INC., IN THE AMOUNT OF \$120,500 FOR THE DESIGN OF THE BOYD STREET STORM SEWER REPLACEMENT AND TRANSFER OF FUNDS AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/13/2024

REQUESTER: Jason Murphy, Stormwater Program Manager

PRESENTER: Scott Sturtz, Acting Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2223-173: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CRAFTON TULL & ASSOCIATES, INC., IN THE AMOUNT OF \$120,500 FOR THE DESIGN OF THE BOYD STREET STORM SEWER REPLACEMENT AND TRANSFER OF FUNDS AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The City of Norman's Stormwater Division is responsible for the maintenance of a vast network of stormwater inlets, flumes, vegetated channels, and storm sewer lines. Many of the City's storm sewer lines are constructed of corrugated metal and are subject to corrosion over time. In some cases, when the corrosion is severe, sink holes and/or potholes can be seen at the surface. Staff has responded to reports of potholes and sink holes on Findlay Avenue and Barton Street several times. Five repairs have been made along Findlay in two years by the Street Maintenance Division. The camera truck was mobilized to inspect the storm sewer lines at each location. The video recordings revealed severe section loss in both lines and it was determined that the section loss was the cause of the surface issues. The findings indicated that a full-scale line replacement would be necessary at both the Findlay Avenue and Barton Street locations.

Findlay Avenue is likely going to require a full replacement of the 60" corrugated metal pipe from Robinson Avenue to Acres Street. This road services schools, the City's Adult Wellness Center, and is a major entryway into the Norman Regional Hospital complex for staff, citizens and emergency vehicles. There are potential serious conflicts with multiple utilities for this line replacement as well. In addition to the holes in the pipe causing potholes in the road, the pipe structure has begun to weaken, leading to a deformation of the pipe itself that is also affecting the roadway. While it is not believed by engineering staff or the consultant that an immediate threat of failure exists, the conditions are present for that to change quickly. Staff will perform camera inspections of the line at least once every six months to monitor any further degradation of the line.

The pipe section on Barton Street is structurally in even worse condition than Findlay. It is not supporting traffic but it is creating sinkholes in adjacent properties. There is imminent risk of pipe

collapse, as illustrated in the attached images. Failure of this line would have serious consequences since it is the main stormwater drainage point for this area. This project is proposed to be packaged with Findlay due to the severity of damage. The replacement for this project is considered too large for City staff but is too small to garner significant interest from contractors. Packaging this project with Findlay helps ensure that project can be completed before it fails completely and for a lower price than we could expect if we bid it out alone.

The negotiated design cost for these 2 projects is \$271,481.80. Current staff estimates of construction costs for the combined project are approximately \$3 million.

On April 6, 2023, Staff selected Crafton Tull & Associates, Inc., using a qualifications-based process to design the replacements of Findlay Avenue and Barton Street. On June 27, 2023, City Council approved contract K-2223-173 with Crafton Tull for \$271,481.80 for the design of the Findlay Avenue and Barton Street storm sewer replacement.

DISCUSSION:

On November 8, 2023, the Action Center received an email from a citizen expressing concerns over an area of settlement located on Boyd Street near the South Lahoma Street intersection. On November 13, 2024 Stormwater Division staff performed a camera inspection to investigate the complaint. Upon review of the camera footage, it was found that a section of the existing stormwater line had detached at a joint and fallen approximately 18 inches. This failure led to a loss of backfill material which caused the roadway above to sink.

On December 19, 2023, City crews completed repairs of the failed line. When the area was excavated, City crews determined that the existing line was 20 inch clay pipe that was installed in 3 foot sections. A final asphalt patch was completed on January 10, 2024. After the repairs were completed, Staff discussed the necessary next steps. City crews performed further camera inspections to determine the extent of the damaged storm sewer pipe beneath Boyd Street. It was discovered that the 20 inch clay pipe runs from College Avenue to South Pickard Avenue (a map of the area is attached to this agenda item).

Staff determined that it is in the City's best interest to replace entire this section of storm sewer. Staff reached out to Crafton Tull & Associates, Inc., to submit a scope and fee to design the replacement of the Boyd Street storm sewer from Pickard to College Avenue. On January 8, 2024, Staff received the scope and fee.

Crafton Tull & Associates, Inc., is prepared to begin work immediately on this project after the Notice to Proceed is issued.

Crafton Tull & Associates, Inc. Scope of Services includes:

- Hydraulic and Hydrologic Analysis
- Geotechnical Investigations and Design
- Design Plan submittals at 30%, 90%, and Final Plan stages
- Bidding Documents
- Construction support and record drawings

The negotiated fee for these engineering design services is \$120,500, which is 15% of the estimated construction cost. Industry standard for construction design is 10% to 15% of the estimated total cost of construction. This contract is proposed to be funded from the Boyd Street Storm Sewer Pipe Replacement, Design (Account 50599968-46201; Project DR0036).

The scope and fee, which includes a detailed description of the work, is attached.

Funds for the design are proposed to be re-allocated from the following Stormwater accounts:

- Force Account Drainage –Other, Construction (Account 50599906-46101; DR0031) in the amount of \$55,000
- Annual Storm Drainage Projects, Design (Account 50599967-46201; Project DR0019) in the amount of \$25,000
- Miscellaneous Storm Drainage Projects, FYE 2023, Construction (Account 50599967-46101; Project DR0025) in the amount of \$12,000
- Miscellaneous Storm Drainage Projects, FYE 2023, Design (Account 50599967-46201; Project DR0025) in the amount of \$17,500
- Barton Street Drainage Improvements, Construction (Account 50599968-46201; Project DR0028) in the amount of \$11,000

Construction can commence upon completion of the designs, however funds for construction have not been secured. Partial construction funds will be requested to be allocated in the fiscal year 2024-2025 budget.

RECOMMENDATION 1:

Staff recommends approval of Amendment 1 to Contract K-2223-173, between the City of Norman and Crafton Tull & Associates, Inc., for the design of the Boyd Street Pipe Replacement Project.

RECOMMENDATION 2:

Staff further requests approval to re-allocate Stormwater Drainage project funds in the amount of \$120,500 as noted above.

Contract K-2223-173 Amd. 1

AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment No. 1 to Contract No. K-2223-173 is between the City of Norman, Oklahoma, a municipal corporation, (hereinafter "OWNER") and Crafton Tull & Associates Inc., (hereinafter "CONSULTANT").

WITNESSETH:

WHEREAS, the parties entered into Contract No. K-2223-173 on June 27, 2023, pursuant to which CONSULTANT was to provide professional services, including: Certain design, analysis and engineering services in connection with the Findlay Avenue and Barton Street Storm Sewer Replacement ("Project").

WHEREAS, Contract No. K-2223-173 was for a total amount of TWO HUNDRED SEVENTY-ONE THOUSAND FOUR HUNDRED AND EIGHTY-ONE DOLLARS AND EIGHTY CENTS (\$271,481.80).

WHEREAS, OWNER requires various additional services from CONSULTANT, necessitating an amendment to Contract No. K-2223-173, which supplements the scope, cost, and Project schedule of K-2223-173; and

NOW, THEREFORE, the parties desire to amend Contract K-2223-173 as follows:

- I. The Project shall be amended to add and supplement CONSULTANT'S provision of the professional services under the contract to also include those professional services described in the attached "Scope of Basic Services for W. Boyd Street – From College Ave to S. Pickard Ave" dated January 8, 2024 (attached hereto as **Attachment A** hereto, hereafter "Amendment 1 Services");
- II. The Amendment 1 Services shall be provided at a total additional cost of ONE HUNDRED TWENTY THOUSAND, FIVE HUNDRED and 00/100 DOLLARS (\$120,500.00) as set forth **Attachment A**, for a new total contract amount of THREE HUNDRED NINETY-ONE THOUSAND NINE HUNDRED AND EIGHTY-ONE DOLLARS AND EIGHTY CENTS (\$391,981.80);

Contract K-2223-173 shall only be amended as required to give full force and effect to these amendments. All other terms of Contract K-2223-173 shall remain in full force and effect.

Contract K-2223-173 Amd. 1

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement.

DATED this ____ day of _____, 2024.

**CITY OF NORMAN, OKLAHOMA
("OWNER")**By: _____
Mayor Larry Heikkila

ATTEST:

By: _____
Brenda Hall, City ClerkApproved as to form and legality this 8 day of February, 2024.Elizabeth Luckale
City Attorney**Crafton Tull & Associates Inc.
("CONSULTANT")**By: Kendall W DillonName: Kendall W DillonTitle: Sr Vice President

ATTEST:

By: [Signature]

Title: Secretary, Sr. Vice President, Architecture

June Young, Notary Public
2/8/2024

Exhibit "A"

Scope of Basic Services For:

Project:	W. Boyd Street – From College Ave. to S. Pickard Ave.
Client:	City of Norman, Oklahoma
Location of Project:	Norman, Oklahoma – Location on W. Boyd Street Between College Ave. and S. Pickard Ave.
Discipline:	Civil
Discipline Manager:	Mike Williams
Project Manager:	Mike Williams
Proposal Date:	January 8, 2024
Billing Type:	Lum Sum
Fee/Estimate:	\$ 120,500.00
Description of the Construction Project:	Replacement of the existing 24" and 18" Storm drainpipe under W. Boyd Street between College Ave and S. Pickard Ave. Approximately 2100 feet of storm drainpipe.

The services to be provided by the Engineer:

Data Collection Phase:

- Site Topographic Survey Crafton Tull survey
- Sidewinder Potholing to determine the depths and location of utilities for design and construction.

Final Design Phase ("On-site" Only):

- Construction Drawings to include:
 - Title Sheet
 - Typical Sections
 - Pay Quantities Sheet & Summaries
 - Stormwater Management Plan
 - Drainage Map
 - Existing Conditions
 - Pavement Removal Sheet
 - Storm Sewer Profiles
 - Erosion Control Plan & Details
 - Hydrology map of the area to estimate the Storm water run / Size the pipe with current runoff data.
 - Storm Water Permitting with City and applicable State Agency
 - Traffic Control Plans
 - Striping Plan

Bidding & Negotiating Phase:

- Quantity Take-offs & Engineers Estimate
- Bid Documents Prepared.
- Receive Bids & Tabulate Results
- Recommend Contractor to City of Norman

Items Provided by Owner:

- Current Pavement Section of W. Boyd Ave.

Fee Estimate for the Engineering plans and Estimate.

Construction Estimate:

Work Require – Remove and Replace 1700 LF of 24" RCP and 400 LF of RCP, cut and repair asphalt pavement 5' wide trench. Traffic Control, Striping, Erosion control.

Demolition

Quantity	Unit	Item	Cost	Amount
3400	LF	Sawcut Asphalt Pavement	\$5	\$17,00
950	SY	Pavement Removal	\$13	\$12,350
1700	LF	24" RCP removal	\$20	\$34,000
400	LF	18" RCP removal	\$17	\$6,800
			<u>Sub Total</u>	<u>\$70,150.00</u>

Roadway

Quantity	Unit	Item	Cost	Amount
950	SY	2" Type S-4 Asphalt Pavement	\$166	\$158,000
950	SY	3.5" Type S-3 Asphalt Pavement	\$134.8	\$128,051
175	CY	6" Type A Aggregate Base	\$104	\$18,200
400	Gal	Tack Coat	\$4.25	\$1,700
950	SY	6" Stabilized Base	\$18.7	\$17,765
			<u>Sub Total</u>	<u>\$323,720</u>

Storm Drainage

Quantity	Unit	Item	Cost	Amount
1700	LF	24" RCP	\$95	\$161,500
400	LF	18" RCP	\$75	\$30,000
100	CY	Crushed Rock Bedding	\$80	\$8,000
			<u>Sub Total</u>	<u>\$199,500.</u>

Traffic

Quantity	Unit	Item	Cost	Amount
6	SD	Type 3 Barricades	\$600	\$3,600
9000	SD	Channelizer Cones	\$1	\$9,000
5800	SD	Drums	\$2.5	\$14,500
2900	LF	Portable Long. Barrier	\$22.50	\$65,250
2816	LF	Temp. Construction Traffic Stripe paint	\$1	\$2,816
2816	LF	Traffic Strip Paint (yellow)	\$1	\$2,816
500	LF	Traffic Strip Paint (white)	\$1	\$500
			<u>Sub Total</u>	<u>\$98,482.00</u>

Erosion Control

Quantity	Unit	Item	Cost	Amount
14	Ea.	Inlet Barriers	\$250	\$3500.00
			<u>Sub Total</u>	<u>\$3500.00</u>

Mobilization

Quantity	Unit	Item	Cost	Amount
1	LSUM	Mobilization	\$84,767	84,767.0

Total Construction Cost **\$780,119.6**

<u>Survey</u>	\$15,000.00
<u>Sidewinder</u>	\$15,000.00
<u>Engineering Fee</u>	\$90,500.00
<u>Total Fee Eng. Fee</u>	<u>\$120,500.00</u>

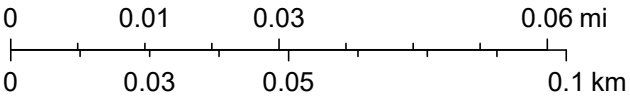


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- Override 1
- Easement
- Parcel
- Park
- Lake Thunderbird
- Railroad
- Streets
- Centerline Labels (10,000+)

- AerialPhoto2021
- Red: Band_1
 - Green: Band_2
 - Blue: Band_3



City of Norman, GIS Services Division

File Attachments for Item:

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2324-14: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN AFFORDABLE HOUSING CORPORATION, INC. IN THE AMOUNT OF \$100,515.23 FOR A TOTAL CONTRACT AMOUNT OF \$200,515.23 FOR THE ACQUISITION OF PROPERTY FOR AFFORDABLE HOUSING.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/13/2024

REQUESTER: Lisa D. Krieg

PRESENTER: Lisa D. Krieg, CDBG Grants Manager

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2324-14: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN AFFORDABLE HOUSING CORPORATION, INC. IN THE AMOUNT OF \$100,515.23 FOR A TOTAL CONTRACT AMOUNT OF \$200,515.23 FOR THE ACQUISITION OF PROPERTY FOR AFFORDABLE HOUSING.

BACKGROUND:

On May 9, 2023, Council approved the CDBG and HOME Fourth Year Action Plans for the Community Development Block Grant (CDBG) and HOME Investment Partnerships Programs in the total amount of \$1,400,424. Included in this Action Plan was an activity to provide \$100,000 for property acquisition to the Norman Affordable Housing Corporation, Inc. (NAHC). These funds were designated for acquisition of property for affordable housing. The FYE18 thru FYE23 Action Plans contained identical items to provide \$100,000 also to Norman Affordable Housing Corporation for acquisition of property for the development of affordable housing.

Since the spring of 2013 when the CDBG Policy Committee realigned the program priorities to focus on affordable housing, there have been nineteen projects, consisting of fifty-four units that have been completed in partnership with the Norman Affordable Housing Corporation. Twice, Requests for Proposals have been administered to solicit other entities having an interest in participating, with no other proposals received other than from NAHC. Each year during the development of the Annual Action Plan, the CDBG Policy Committee reviews documentation from each of the developments that have been completed.

The CDBG and HOME budgets were developed over a series of meetings of the Community Development Block Grant Policy Committee. This Committee consists of fifteen members that are elected as designated in the Citizen Participation Plan. The proposed Fourth Year Action Plan and Budget was unanimously approved by the Policy Committee on May 3, 2023.

DISCUSSION:

Discussions pertaining to the long standing, beneficial partnership between the City of Norman and the Norman Affordable Housing Corporation, Inc. resulted in the CDBG Policy Committee recommending that \$100,000 of funding be designated within the FYE24 Fourth Year Action Plan to the Norman Affordable Housing Corporation, Inc. for acquisition of property to be utilized

for affordable housing. This line item designation was included as such within the FYE24 Action Plan and subsequently approved by the Norman City Council and the U.S. Department of Housing and Urban Development (HUD). Since the approval of the initial contract there have been several previous unrelated CDBG funded projects totaling \$100,515.23 closed out at completion and the remaining funding consolidated for reprogramming. The funds considered is within the following program years:

B17 (FYE18)	\$51,824.73
B18 (FYE19)	\$30,434.00
<u>B21 (FYE22)</u>	<u>\$18,356.50</u>
	\$100,515.23

CDBG funding may be reprogrammed in compliance with the Citizen Participation Plan which allows for the use of funds for an activity that was already approved within the same program year. The activity Acquisition of Property for Affordable Housing was included within each of the three program years and is thus an allowable transfer.

These funds will be combined with the already allocated \$100,000 to allow for acquisition of property. Once this contract is amended, prior to distribution of funds, NAHC will be required to provide documentation to the City of Norman of any intended property for purchase. This documentation will require an appropriate appraisal for cost reasonableness and evaluation of the site for appropriateness. An Environmental Review will be completed in accordance with HUD regulations prior to distribution of funds.

RECOMMENDATION:

Staff has reviewed the proposed amendment to the contract and recommends approval of Contract K-2324-14 Amendment One in the amount of \$100,515.23 for a total contract price of \$200,515.23 to Norman Affordable Housing Corporation. Funds are available in the Community Development Fund in the following accounts:

CDBG Land Acquisition Project GC0096, account 21240297 46001; \$51,824.73
 CDBG Land Acquisition Project GC0096, account 21240203 46001; \$30,434.00
 CDBG Land Acquisition Project GC0096, account 21240016 46001; \$18,356.50

Contract No. K-2324-14, Amendment One

This Agreement, made and entered into this, **9th day of February 2024** by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **Norman Affordable Housing Corporation, Inc.**, hereinafter referred to as "Agency."

WHEREAS, the City has received grant funds from the U.S. Department of Housing and Urban Development in conjunction with the Community Development Block Grant Program under Grant Numbers B-17-MC-40-0002 (\$51,824.73); B-18-MC-40-0002 (\$30,434.00); B-21-MC-40-0002 (\$18,256.50); and B-23-MC-40-0002 (\$100,000), a portion of which are to be distributed to Agency for the uses provided herein;

Further, whereas Agency agrees, upon receipt of a portion of said funds, to provide for activities to purchase property, either developed or undeveloped, for the end use of provision of affordable rental housing. Affordable rental housing is hereby defined as housing whereas the rent being charged does not exceed 30% of the gross income for a household that is at or below 80% of median family income as defined by HUD. Each prospective acquisition must be approved in writing for compliance with CDBG Part 35 Environmental Requirements by the CDBG Grants Manager prior to purchase offer.

For and in consideration of the activities agreed to be performed herein, by Agency, City agrees to distribute to Agency as its portion of the funds received, the total sum of \$200,515.23. The initial funding of \$100,000 from B-23-MC-40-0002 (K-2324-14) and the totals from Amendment One in the program years as defined above. Said funds to be distributed by City to Agency pursuant to the terms and conditions of grant numbers noted above by and between the U.S. Department of Housing and Urban Development and the City for the funding period of July 1, 2023, through June 30, 2024.

As further consideration for the disbursement of said funds by City to Agency, Agency agrees to abide by all the terms and conditions of the Community Development Block Grant Program and the 2 CFR Part 200 entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants to use funds distributed pursuant to this contract to improve the quality of services to program participants. Particular attention should be paid to purchasing and record-keeping requirements.

It is further understood by and between the parties hereto that all the provisions of the Community Development Block Grant Program Contract described above are incorporated herein by reference and made a part of this contract and specifically that all provisions regarding modification, termination, and/or suspension of said Community Development Block Grant Program Contract are applicable hereto.

Budget

Acquisition of Property- B23 K-2324-14	\$100,000.00
Acquisition of Property- B17 K-2324-14 Amd1	\$51,824.23
Acquisition of Property- B18 K-2324-14 Amd1	\$30,434.00
Acquisition of Property- B21 K-2324-14 Amd1	\$18,254.50
Total Budget	\$200,515.23

General Provisions -- Records & Reports:

Agency shall maintain financial records documenting actual expenditures related to CDBG activities performed under this contract. Records must also be maintained by Agency documenting all activities required under this contract. These records shall be kept for a period of five (5) years after completion of this Contract.

Agency will submit copies of all property transaction documents to the Community Development Division detailing all activities performed with the use of City of Norman CDBG funds. Agency will make all required records available for inspection by the City of Norman Community Development Division for monitoring purposes.

Agency shall ensure recognition of the role of the grantor Agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Program Income:

Any program income generated by Agency from this use of City of Norman CDBG funds within the designated five-year period shall be recorded. Agency may retain program income and expend it only on Affordable Housing Activities and documented as such. Use of Program Income will be included in the annual monitoring.

Uniform Administrative Requirement:

Agency shall carry out all activities in compliance with all Federal laws and regulations described in Sub-part & of 24 CFR Part 570 except 570.604. Agency does not assume responsibility of 24 CFR Part 52.

Suspension and Termination:

In accordance with 24 CFR 85.43, suspension or termination may occur if Agency materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR 85.44.

Reversion of Assets:

Any real property under Agency control that was acquired or improved in whole or in part with City of Norman CDBG funds in excess of \$25,000 must either:

"Be used to meet one of the national objectives in 570.208 until five years after expiration of this contract; or disposed of in a manner that results in the City of Norman being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-City of Norman CDBG funds for acquisition of or improvements to, the property. A Deed Restriction will be filed at the Cleveland County Courthouse to insure compliance. (Reimbursement is not required five years from date of expiration of this contract. Deed restriction will be released at this time)"

Norman Affordable Housing Corporation, Inc.

Uke R. Smith
President

Attest:

[Signature]
Secretary



Subscribed and sworn to before me this 29 day of January, 2024.

Barbra Ruth
Notary Public

My Commission expires: 10-2-2025

The City of Norman, Oklahoma

Larry Heikkla, Mayor

Attest:

Brenda Hall, City Clerk

Approved as to form and legality this 8 day of Feb, 2024.

[Signature]
City Attorney's Office

File Attachments for Item:

8. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2324-36 AND CONTRACT K-2324-111; BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SILVER STAR CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$1,028,500 FOR THE ASPHALT PAVEMENT - FYE 2024 LOCATIONS PROJECT, PERFORMANCE BOND B-2324-44; STATUTORY BOND B2324-45; MAINTENANCE BOND MB-2324-45, AND RESOLUTION R2324-98 GRANTING TAX-EXEMPT STATUS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/13/2024

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Scott Sturtz, Interim Director of Public Works

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2324-36 AND CONTRACT K-2324-111: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SILVER STAR CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$1,028,500 FOR THE ASPHALT PAVEMENT - FYE 2024 LOCATIONS PROJECT, PERFORMANCE BOND B-2324-44; STATUTORY BOND B-2324-45; MAINTENANCE BOND MB-2324-45, AND RESOLUTION R-2324-98 GRANTING TAX-EXEMPT STATUS.

BACKGROUND:

On Tuesday, April 6, 2021, Norman residents voted to approve the 2021-2026 Street Maintenance Bond Program which includes the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets. The five categories of street maintenance include (1) Urban Asphalt Pavement Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventive Maintenance. The FYE 2024 Asphalt Pavement locations are shown on the attached map.

The roadways included in this project are located in established residential neighborhoods, an urban neighborhood, and one roadway located in a rural area. The current roadways are constructed of asphalt pavement which is in poor condition. This project involves rehabilitation of the existing pavement including milling, deep patching, and overlaying with new asphalt. The project includes 3.1 miles of roadway.

DISCUSSION:

The FYE 2024 Asphalt Pavement Project was advertised on December 14 and 21, 2023 and January 4, 2024. Six contractors attended a pre-bid conference on January 11, 2024. Five bids were submitted and opened on January 18, 2024.

Tabulation of Bid Results

Contractor	Total
Atlas Paving Company	\$1,184,528.00
First Water Contracting LLC	\$1,036,292.50
Haskell Lemon Construction Co.	\$1,344,000.00
Silver Star Construction Co.	\$1,028,500.00
Ellsworth Construction LLC	\$1,046,368.00
Engineer's Estimate	\$1,027,369.80

The low bid was submitted by Silver Star Construction Company, Inc. of Moore, Oklahoma in the amount of \$1,028,500, which is \$1,130.20, or 0.1%, more than the engineer's estimate.

Silver Star Construction Company is a responsible bidder. They have successfully performed similar work for the City of Norman in the past, including the FYE 2023 Asphalt program.

This project will be funded as follows:

Project	Number and Account	Amount
Normandy Acres First	BP0563 ACCT# 50594401-46101	\$271,140
Jones Addition	BP0564 ACCT# 50594401-46101	\$100,000
Faculty Heights	BP0566 ACCT# 50594401-46101	\$203,280
36 th NE: Franklin/Tecumseh	BP0577 ACCT# 50593376-46101	\$227,040
36 th NE: Tecumseh/Rock Creek	BP0578 ACCT# 50593376-46101	\$227,040
Total:		\$1,028,500

If approved, construction of the Street Maintenance Bond Program –Asphalt Pavement - FYE 2024 Locations Project will begin when the weather is favorable for asphalt paving, typically late March or early April. The construction time for this project is 180 days with an estimated completion no later than September 2024.

RECOMMENDATION 1:

Staff recommends the approval of Contract K-2324-111 with Silver Star Construction Company, Inc. in the amount of \$1,028,500 for construction of the Street Maintenance Bond Program – Asphalt Pavement - FYE 2024 Locations Project.

RECOMMENDATION 2:

Staff further recommends that, upon approval of Contract K-2324-111, the following bonds be approved:

Performance Bond B-2324-44
Statutory Bond B-2324-45
Maintenance Bond MB-2324-45

RECOMMENDATION 3:

Staff further recommends that, upon approval of Contract K-2324-111, Silver Star Construction Company, Inc. be authorized as Project Agent via Resolution R-2324-98 to avoid the City's payment of sales taxes on materials purchases related to the project.

C O N T R A C T

THIS CONTRACT made and entered into this 7 day of February, 2024 by and between _____ as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

W I T N E S S E T H

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

BID 2324-36 STREET MAINTENANCE BOND PROGRAM – ASPHALT PAVEMENT, FYE 2024 LOCATIONS

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) One Million Twenty-Eight Thousand Five Hundred Dollars and Zero Cents (DOLLARS):

(NUMERALS) (\$ 1,028,500.00).

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

Contract No. K-2324-111
Page 1 of 4

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

**STREET MAINTENANCE BOND PROGRAM - ASPHALT PAVEMENT, FYE 2024
LOCATIONS**

180 Calendar Days

1. 180 Calendar Days does not include weather days
 - i) Weather days to be determined by the engineer or streets program manager

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

- a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
- b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.
- c. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.
- d. And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) The amount of retainage with respect to progress payments will be 5%.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

Contract No. K-2324-111

Page 2 of 4

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

13) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

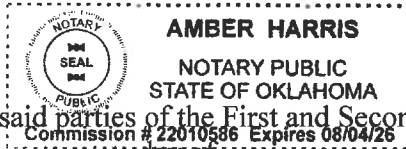
STATE OF Oklahoma)
) ss:
COUNTY OF Cleveland)

Tim Caudle President, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affiant further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

Silver Star Construction Company., Inc
Contractor

Contract No. K-2324-111
Page 3 of 4

Subscribed and sworn to before me this 7 day of February, 2024



Amber Harris
Notary Public

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the _____ day of _____, 20____, and the _____ day of _____, 20____.

(Corporate Seal) (where applicable)

ATTEST:

Authorized Representative

Bob Crawley
Corporate Secretary (where applicable)

Principal

Signed: Tim Caudle

Title: Tim Caudle President

Address 2401 S. Broadway Moore, OK 73160

Telephone: 405-793-1725

CITY OF NORMAN:

Approved as to form and legality this 9 day of February, 2024.

Elizabeth Hule
City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 20____.

ATTEST:

City Clerk


Mayor

CONTRACT AFFIDAVIT

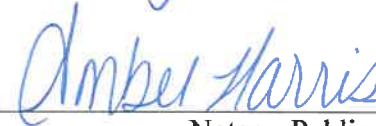
STATE OF Oklahoma)
) ss:
 COUNTY OF Cleveland)

Tim Caudle, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Silver Star Construction Company, Inc to submit the above Contract to the City of Norman, Oklahoma.

Affiant further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

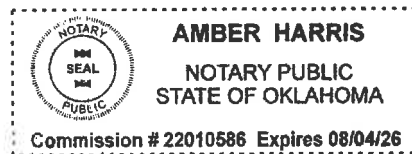

 Contractor Tim Caudle
 President

Subscribed and sworn to before me this 7 day of February, 2024.


 Notary Public

My Commission Expires:

08/04/26



PERFORMANCE BOND

Bond No. 87C238614

Know all men by these presents, that Silver Star Construction Company, Inc. as PRINCIPAL, and The Ohio Casualty Insurance Company Corporation organized under the laws of the State of New Hampshire and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Million Twenty Eight Thousand Five Hundred and no/100 DOLLARS, (\$ 1,028,500.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

BID 2324-36 STREET MAINTENANCE BOND PROGRAM - ASPHALT PAVEMENT, FYE
2024 LOCATIONS

has entered into a written CONTRACT (K-2324-111) with THE CITY OF NORMAN, dated this 9 day of February, 20 24 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the 8th day of February, 20 24 and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the day of February 8, 20 24.

Performance Bond No. B-2324-44
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:

Bob Crawly

Corporate Secretary (where applicable)



Principal
Signed: [Signature]

Title: Tim Caudle President

Address: 2401 S. Broadway
Moore, OK 73160

Telephone: 405-793-1725

(Corporate Seal) (where applicable)

ATTEST:

Surety: The Ohio Casualty Insurance Company

Signed: [Signature]
Authorized Representative

Printed: Russell Hollingsworth
Authorized Representative

Title: Attorney-In-Fact

Address: 201 N. Grand Ave., Ste. 100, Enid, OK 73701

Telephone: 580-233-2000

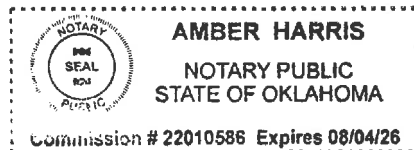
CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma)
COUNTY OF Cleveland) ss:

The foregoing instrument was acknowledge before me this 9 day of February, 2024, by Tim Caudle President (Name and Title), of Silver Star Construction Company, Inc a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 9 day of February, 2024.

My Commission Expires: 08/04/26



Amber Harris
Notary Public

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) ss:
 COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,
 by _____ (Name and Title) of _____,
 a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20__.

 Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
 COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,
 by _____ (Name and Title) _____
 (partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20__.

 Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this 9 day of Feb, 2024

Chisabeth Eludaka
 City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20__.

ATTEST:

 City Clerk

 Mayor

Performance Bond No. B-2324-44
 Page 3 of 3



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Item 8.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205605 - 986746**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amber Jarman; Debra Cornelsen; Jason Blair; John E. Dillingham; Russell Hollingsworth; Tara L. Ramos

all of the city of Enid state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of May, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of February, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

STATUTORY BOND

Bond No. 87C238614

Know all men by these presents that Silver Star Construction Company, Inc. as PRINCIPAL, and Tge Ohio Casualty Insurance Company, a corporation organized under the laws of the State of New Hampshire, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of One Million Twenty Eight Thousand Five Hundred and no/100 DOLLARS (\$ 1,028,500.00), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

BID 2324-36 STREET MAINTENANCE BOND PROGRAM -
ASPHALT PAVEMENT, FYE 2024 LOCATIONS

has entered into a written CONTRACT (K-2324-111) with THE CITY OF NORMAN, dated this 9 day of February, 2024, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. S2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 8th day of February, 2024, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 8th day of February, 2024.

(Corporate Seal) (where applicable)

ATTEST

Bob Crawley
Corporate Secretary (where applicable)



Principal
Signed: [Signature]

Authorized Representative
Title: Tim Caudle President

Address: 2401 S. Broadway
Moore, OK 73160

Telephone: 405-793-1725

Statutory Bond No. B-2324-45
Page 1 of 3

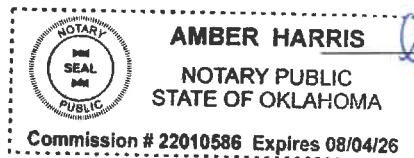
(Corporate Seal) (where applicable)

Surety: The Ohio Casualty Insurance Company

ATTEST:

Signed: [Signature]
Authorized RepresentativePrinted: Russell Hollingsworth
Authorized RepresentativeTitle: Attorney-In-FactAddress: 201 N. Grand Ave., Ste. 100, Enid, OK 73701Telephone: 580-233-2000**CORPORATE ACKNOWLEDGEMENT**STATE OF Oklahoma)
) ss:
COUNTY OF Cleveland)The foregoing instrument was acknowledge before me this 9 day of February, 2024, by Tim Caudle President (Name and Title), of Silver Star Const. Co, Inc a(n) corporation, on behalf of the corporation.WITNESS my hand and seal this 9 day of February, 2024

My Commission Expires:

08/04/26Amber Harris
Notary Public**INDIVIDUAL ACKNOWLEDGEMENT**STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ (Name and Title) of _____,

a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Statutory Bond No. B-2324-45

Page 2 of 3

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
 COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____,
 by _____ (Name and Title) _____
 (partner/agent) on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

 Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this 9 day of Feb, 2024.

Elizabeth L. L. L.
 City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20____.

ATTEST:

 City Clerk

 Mayor



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Item 8.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205605 - 986746**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amber Jarman; Debra Cornelsen; Jason Blair; John E. Dillingham; Russell Hollingsworth; Tara L. Ramos

all of the city of Enid state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of May, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of February, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

**CITY OF NORMAN
MAINTENANCE BOND**

Bond No. 87C238 Item 8.

Know all men by these presents that Silver Star Construction Company, Inc., as Principal, and The Ohio Casualty Insurance Company, a corporation organized under the laws of the State of New Hampshire, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Million Twenty Eight Thousand Five Hundred DOLLARS (\$), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of \$154,275.00 DOLLARS(\$), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of four (4) years thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

**BID 2324-36 STREET MAINTENANCE BOND PROGRAM –
ASPHALT PAVEMENT, FYE 2024 LOCATIONS**

has entered into a written CONTRACT (K-2324-111) with the CITY OF NORMAN, dated this 9 day of February, 2024 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of five (5) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount for the first year. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Maintenance Bond No. MB-2324-45
Page 1 of 3

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 8th day of February, 20 24, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the 8th day of February, 20 24.

(Corporate Seal) (where applicable)

ATTEST:

Bob Crawley

Corporate Secretary (where applicable)

Principal
Signed: [Signature]

Authorized Representative
Title: Tim Caudle President

Address: 2401 S. Broadway
Moore, OK 73160

Telephone: 405-793-1725

(Corporate Seal) (where applicable)

ATTEST:

Surety: The Ohio Casualty Insurance Company

Signed: [Signature]
Authorized Representative

Printed: Russell Hollingsworth
Authorized Representative

Title: Attorney-In-Fact

Address: 201 N. Grand Ave., Ste. 100, Enid, OK 73701

Telephone: 580-233-2000

CORPORATE ACKNOWLEDGEMENT

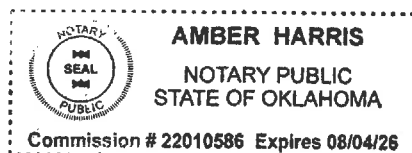
STATE OF Oklahoma)
COUNTY OF Cleveland) ss:

The foregoing instrument was acknowledge before me this 9 day of February, 20 24
by Tim Caudle President (Name and Title), of Silver Star Const Co, Inc
a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 9 day of February, 20 24.

My Commission Expires:

08/04/26



Amber Harris
Notary Public

Maintenance Bond No. MB-2324-45
Page 2 of 3

INDIVIDUAL ACKNOWLEDGEMENT

Item 8.

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by

(Name and Title) of _____,
a(n) corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by

(Name and Title) _____ (partner/agent)
on behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CITY OF NORMAN

Approved as to form and legality this 9 day of Feb, 2024.

Clisabeth Shuckla
City Attorney

Approved by the Council of the City of Norman this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor

Maintenance Bond No. MB-2324-45

Page 3 of 3



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Item 8.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205605 - 986746**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amber Jarman; Debra Cornelsen; Jason Blair; John E. Dillingham; Russell Hollingsworth; Tara L. Ramos

all of the city of Enid state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of May, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of February, 2024.



By:

Renee C. Llewellyn, Assistant Secretary

Resolution

R-2324-98

A RESOLUTION OF THE COUNCIL OF THE CITY OF
NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING
SILVER STAR CONSTRUCTION COMPANY, INC., AS
PROJECT AGENT FOR THE ASPHALT PAVEMENT FYE
2024 LOCATIONS PROJECT FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Silver Star Construction Company, Inc., for the Asphalt Pavement FYE 2024 Locations Project for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Silver Star Construction, Inc., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Silver Star Construction, Inc., to purchase materials which are in fact used for the asphalt paving associated with the Asphalt Pavement FYE 2024 Locations Project for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Silver Star Construction, Inc., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That the City of Norman, Oklahoma, on the _____ day of _____, 2024, did appoint Silver Star Construction, Inc., who is involved with the Asphalt Pavement FYE 2024 Locations Project an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Asphalt Pavement FYE 2024 Locations Project for the City of Norman.

PASSED AND ADOPTED THIS _____ day of _____, 2024

Mayor

ATTEST:

City Clerk





File Attachments for Item:

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-121: BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN ARTS COUNCIL, FOR A SERVICE AGREEMENT FOR THE 2024 ARTFUL INLETS PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/13/2024

REQUESTER: Michele Loudenback, Environmental and Sustainability Manager

PRESENTER: Chris Mattingly, Director of Utilities

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-121: BY AND BETWEEN THE CITY OF NORMAN AND THE NORMAN ARTS COUNCIL, FOR A SERVICE AGREEMENT FOR THE 2024 ARTFUL INLETS PROJECT.

BACKGROUND:

The City of Norman (City) was designated by rule under 40 CFR §122.32(a)(1) as a Phase II Municipal Separate Storm Sewer System (MS4) City subject to the 1999 Phase II Stormwater Final Rule promulgated by the U.S. Environmental Protection Agency (EPA). On September 9, 1997, EPA delegated responsibility for stormwater discharges associated with construction sites, industrial sites, and Phase I and II MS4s to the Oklahoma Department of Environmental Quality (DEQ). Under this delegation authority, DEQ issued General Permit OKR04 for Stormwater Discharges Associated with Municipal Separate Storm Sewer Systems in Small Cities, Urbanized Areas, and Other County Areas in the State of Oklahoma on February 8, 2005. On March 17, 2017, Authorization No. OKR040015 was reauthorized by DEQ and required that the Stormwater Management Program and all associated activities must be fully implemented by the end of the 5-year permit term.

The Stormwater Management Program outlines the activities that the City will implement during the permit cycle to reduce pollution in stormwater runoff. One of the ways that the City does this is through public education. The Stormwater Division conducts public education in a number of different ways, including distributing utility bill inserts with a stormwater message to residents, conducting workshops, and participating in community events and festivals such as 2nd Friday Art Walk and Downtown Fall Festival.

Stormwater education can also be done with posters, videos, and public art. One way that cities across the country have combined public art and stormwater education is through storm inlet art programs. These programs bring together stormwater experts and the arts community to draw attention to often hidden stormwater infrastructure, such as storm drains and inlets, to raise awareness of stormwater pollution and the actions the general public can take to reduce the amount of pollution that is discharged to local creeks and streams by using the infrastructure as the canvas for artwork. Several cities in Arkansas and Oklahoma including Fayetteville,

Springdale, Rogers, and Bentonville, AR, and Muskogee, OK, have implemented inlet art programs with great success.

At the request of then Councilmember Kate Bierman and with support from then Mayor Lynne Miller, the Public Works Department, Stormwater Division, began to research and develop an inlet art program in consultation with the Norman Arts Council, now referred to as the Norman Arts Council (NAC) in the fall of 2019. The first set of five (5) Artful Inlets were installed in April 2019 as part of Earth Month and 2nd Friday Art Walk. The inaugural year was such a great success and received so many positive responses from the community that the City and NAC agreed to partner again in 2020. Despite the pandemic, 5 additional Artful Inlets were installed in October 2020 and were showcased during the October Virtual 2nd Friday Art Walk. Examples from the most recent installation, April 2023, are included for reference.

Given the success of the Artful Inlets program thus far, the City and the NAC desire to partner again in 2024 to facilitate the selection, location, and installation of public art on six (6) additional pieces of stormwater infrastructure in Norman as part of the 2024 Artful Inlets Program.

DISCUSSION:

In order to continue the Artful Inlets Program and select artists to install storm inlet art, the City and the NAC wish to enter into Services Agreement, Contract No. K-2324-121. The NAC, Public Arts Board, and City will invite artists to submit designs that will transform city storm drains into works of public art. These artful inlets will educate and raise awareness that pollutants that go down storm drains have a devastating impact on our local water quality.

Six (6) pieces of stormwater infrastructure have been identified for this project. They will be located within Vineyard Park, 311 Woodcrest Creek Drive, Sequoyah Trail Park, 410 Sequoyah Trail Park, and Chisolm's Cattle Trail Park, 2515 Wyandotte Way. The artwork will have a stormwater and/or water quality theme and must be adaptable to any of the five specified pieces of infrastructure. Each selected artist will incorporate their original design into the prescribed area around the stormwater infrastructure.

This Council action is to approve Contract No. K-2324-121 between the City and the NAC for implementation of the 2024 Artful Inlets Program. The NAC will provide \$4500 in Public Arts Board funding for the project in order to pay a stipend to the selected artists. The City will provide \$4500 in funding for materials and supplies needed for the selected artwork as well as in-kind services to ensure the inlets are properly prepared and protected for art installation. Funding for this project is available in the Stormwater Quality budget under account no. 10110225-43199. If approved, this program will take place in April 2024.

RECOMMENDATION 1:

Staff recommends approval of Services Agreement, Contract No. K-2324-121, with the Norman Arts Council for implementation of the 2024 Artful Inlets Program.

Examples from April 2023:



**SERVICES AGREEMENT
BETWEEN THE CITY OF NORMAN AND THE NORMAN ARTS COUNCIL**

This Services Agreement (“Agreement”), made and entered into on this _____ February, 2024, the Effective Date, is by and between the Norman Arts Council (“NAC”) and the City of Norman, Oklahoma (“City”);

WHEREAS, the City is a charter municipality vested with the power to enter into contracts, and the NAC is a non-profit corporation with the powers of a corporation, including the authority to contract; and

WHEREAS, the existence of public art fosters a broader sense of community and improves the City’s image locally, regionally, and nationally; and

WHEREAS, the City and the NAC desire to continue to partner to facilitate the selection, location, and installation of public art on storm inlets in Norman (the “Artful Inlets Program”); and

WHEREAS, the City and the NAC desire to enter into this Agreement to continue such a partnership.

NOW, THEREFORE, the parties agree as follows:

I. SELECTION AND INSTALLATION OF ARTWORK.

1. The NAC agrees to serve as the administrator for the selection and installation of public art for the Artful Inlets Program. As administrator, the NAC will work cooperatively with the City to select appropriate works of art for each of the six (6) pieces of stormwater infrastructure selected by the City for inclusion in the program. The Call for Artists will open on February 1, 2024, and art will be installed during FYE 2024.
2. Selection Process. Design proposals shall have a stormwater and/or water quality theme that serves to educate and raise awareness about the impact of pollutants in the stormwater system.
3. Execution Process. The NAC will coordinate with the City’s Stormwater Program Manager or his/her designee for the execution of each selected project. The following parameters apply to the execution and installation of the art.
 - a. Art must stay within the parameters of the stormwater infrastructure canvas.
 - b. Safety equipment shall be used during installation of the art work as may be necessary and appropriate given the design and location of the storm inlet, including, but not limited to, safety vests, traffic

cones, and street lane closures if approved in advance by the City of Norman Public Works Department.

- c. No additional wording or images can be added to the art that deviates from the approved design without prior approval from the NAC.
 - d. While some deviation from the original design is acceptable due to the variation of sizes in storm drain structures, the principal theme and imagery of the approved design may not be changed.
 - e. All art must be completed within the timeframe set forth in the contract with the artist.
4. Funding. The NAC will provide \$4500 in Public Arts Board funding for the project in order to pay a stipend to the selected artist(s). The City will provide \$4500 in funding for materials needed for the selected artwork as well as in-kind services to ensure the inlets are properly prepared for art installation.

II. RIGHTS TO INSTALLED ARTWORK

- 1. Finished pieces of art will be the property of the City of Norman. The City and the NAC will be granted the exclusive right to reproduce copies of the work for fundraising, educational, and promotional materials.
- 2. Art installed as part of the Artful Inlets Program is subject to removal at any time for any purpose deemed necessary by the City.

III. MISCELLANEOUS PROVISIONS.

- 1. Hold Harmless Clause.
 - a. To the extent allowed by law, NAC does hereby agree to waive all claims against, release, and hold harmless City and all of its officials, officers, agents, and employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
 - b. To the extent allowed by law, City does hereby agree to waive all claims against, release, and hold harmless NAC and all of its officials, officers, agents, and employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of

injury or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

- c. It is the intention of both Parties that this mutual hold harmless clause shall be interpreted to mean that each party shall only be responsible for the actions of each party's own employees, officials, officers and agents. The Parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
2. The commissioning of artists shall be implemented without regard to or because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the sex, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of Oklahoma, and City.
3. This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can only be modified by written agreement of both parties.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the City and the NAC have executed this Agreement on the Effective Date set forth herein.

CITY OF NORMAN, OKLAHOMA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved as to form and legality this ____ day of _____, 2024.

City Attorney

NORMAN ARTS COUNCIL

By: _____
Executive Director

ATTEST:

By: _____
Board President

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-135: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND BENCHMARK ENGINEERING FOR ON-CALL CONSTRUCTION TESTING SERVICES.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/13/2024

REQUESTER: Chris A. Smith, Construction Manager

PRESENTER: Scott Sturtz, Interim Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-135: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND BENCHMARK ENGINEERING FOR ON-CALL CONSTRUCTION TESTING SERVICES.

BACKGROUND:

The City of Norman utilizes various engineering firms for a variety of construction testing services utilizing existing on-call contracts. Construction testing services include soil density test, concrete strength tests, asphalt material analyses, etc. City Staff prepare an on-call testing solicitation every three (3) to five (5) years to ensure we have qualified consultants' on-call to perform the necessary tests we require on our various City projects.

Tonight's agenda item is for a new on-call testing contract with Benchmark Engineering.

DISCUSSION:

The Engineering Division of the Public Works Department issued Request for Qualifications RFQ-2223-50 to numerous engineering testing firms in October 2023 to solicit new on-call contracts for construction testing services to be utilized as needed for City construction projects.

The Engineering Division received ten (10) proposals. The selection committee included three (3) staff members consisting of Chris A. Smith, Construction Manager; Steve Guizzo, Engineering Assistant; Terry Graven, Utilities Inspector; and two (2) private citizens including Harry Fritzler, retired resident of Norman, Oklahoma and Jason Taylor, resident of Norman, Oklahoma. Each committee member independently scored each proposal on a point scale as defined in the Request for Proposal. The six (6) highest ranked firms that City staff selected to enter into on-call testing agreements include: Engineering Services & Testing, Inc. (EST), Olsson Engineering, Benchmark Engineering, GEOCAL Engineering, Burgess Engineering & Testing and CEC Engineering.

Once the firms were selected based on qualifications, unit pricing for each test on the City's Master Testing List was requested. City staff compiled this information and developed an average price for each item. All six (6) selected engineering firms reviewed the average pricing and agreed to accept these prices for billing purposes. As a result, regardless of the company performing the test, it will cost the City the same amount. Once these on-call testing agreements are approved, City staff will begin assigning testing responsibilities by project to the new and existing testing firms. This will allow staff to distribute the workload fairly and evenly, as needed. Each contract is for a period of three (3) years with the option for two (2) contract renewals each for a period of one (1) year for a maximum contract length of five (5) years. The contract language allows for a rate adjustment based on the current inflation rate at the end of the first three (3) years.

Funding for these services are budgeted in the respective project accounts and charged at the unit rates identified in the contract on an as-needed basis.

RECOMMENDATION:

Staff recommends approval of Contract K-2324-135 with Benchmark Engineering for construction testing services.

K-2324-135

CONTRACT FOR ON-CALL CONSTRUCTION TESTING SERVICES

This contract for on-call construction testing services ("Contract") is entered into this ____ day of _____, 20__, by and between the City of Norman (a municipal corporation) ("City"), and its successors in interest, the Norman Utilities Authority ("NUA") and Norman Municipal Authority ("NMA"), referred to collectively as ("Owner") and Benchmark Consultants Services LLC. ("Consultant").

WITNESSETH:

CONTRACT NO. K-2324-135 ON-CALL CONSTRUCTION TESTING SERVICES

WHEREAS, the Owner requires the services of a Construction Testing Consultant to perform services in connection with miscellaneous City wide projects; and

WHEREAS, the Construction Testing Consultant will provide services for these projects in accordance with this Contract; and

WHEREAS, it is the intent of the Owner to utilize the services contained in this Contract on an as-needed basis for a period of three (3) years with the option for two (2) contract renewals each with a period of one (1) year for a contract length of five (5) years or longer as needed to complete any work started in the time frame from the date of the original Contract; However, the Owner reserves the right to terminate this Contract prior to the completion of the contract term at their convenience; and

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the following:

1. Definitions. All items and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the contract clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:

- | | |
|----------------------------|---|
| A. <i>Owner</i> | City of Norman, OK, and/or Norman Utilities Authority and/or Norman Municipal Authority as it applies to the specific project for which services are rendered. |
| B. <i>Engineer</i> | The officer or/agent of the Owner in charge of overseeing the specific project for which services are be rendered. |
| C. <i>Term of Contract</i> | This Contract on an as-needed basis for a period of three (3) years with the option for two (2) contract renewals each with a period of one (1) year for a contract length of five (5) years or longer as needed to |

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complete any work started during the contract term.

2. Basic Services. The Construction Testing Consultant is hereby engaged and employed by the City to perform in accordance with good construction testing practices and in the best interest of the Owner, and to provide all labor, tools, equipment and materials necessary to perform all the work as set out herein. The selected consultant(s) will perform construction testing activities during upcoming construction projects. The Consultant shall ensure all testing work is completed under the supervision of Oklahoma registered professional engineers and in accordance with the applicable ASTM, AASHTO, or ODOT standards and the requirements of the City of Norman.

A. The Consultant's scope of work is anticipated to include, but is not limited to, the following activities:

- 1) Coordinate and schedule testing activities with the Owner/design engineer to ensure the prime contractor is not delayed in the performance of the construction. Promptly communicate any problems anticipated or encountered.
- 2) Meet with staff for project discussions, coordination, and presentations as required.
- 3) Prior to initiation of the work, Consultant's employees will attend health and safety meetings if required by the Contractor.
- 4) Provide adequate materials, labor and equipment to perform the work in a timely manner.
- 5) A list of proposed testing services is included in **Attachment A**. The City may allow alternate test methodologies upon written approval. Submit, in a timely manner, two copies of testing results to City of Norman. Provide one additional copy to both the design engineer and prime contractor.
- 6) Results must be certified by an Oklahoma Registered Professional Engineer. Test reports must indicate whether the material tested meets (passes or fails) the Construction Specifications provided by the City of Norman.
- 7) Negotiated unit prices will include all costs of performing the laboratory testing work (labor, equipment, storage, etc.) and reporting in the unit price for each test. Charges other than the unit prices defined in the contract will not be accepted for payment. Unit prices defined in the contract will remain the same throughout the term of the agreement.
- 8) One mobilization per day, for all purchase orders combined, will be allowed, unless otherwise approved by the City's Project Manager in advance. Per diem, mileage, etc. must be included in the mobilization rate.
- 9) Hourly rates for professional engineer, project manager and field technician will be included. All costs of their services (labor, equipment, etc) will be included in the hourly rate. Unit prices defined in the contract will remain the same throughout the term of the agreement.

B. Changes in Work

- 1) In any case where the Construction Testing Consultant believes additional compensation and/or time is due for work and services not clearly covered by a project-specific work order, the Construction Testing Consultant shall promptly notify the Owner in writing of its intention to negotiate for such additional compensation and/or time. The Construction Testing Consultant shall give this

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notice prior to exceeding work order compensation and/or time limits. If such notification is not given, no claim for such extra compensation and/or time will be considered. Such notice by the Construction Testing Consultant shall not in any way be construed as proving the validity of the claim. The claim must be approved by the Owner. In such case where the claim is found to be just, it shall be allowed and paid as Extra Work in accordance with the Compensation paragraph of this Contract and unit rates specifically identified therein.

- 2) Exhaustion of the administrative procedure outlined herein above is a prerequisite of and not a substitute for the right of judicial review of the dispute.
3. Work Order. A project-specific work order for each construction testing project will be provided to the Construction Testing Consultant by the Owner, with an estimated number of tests to be performed. The services of the Construction Testing Consultant are to commence upon the date set out in the work order and be completed in the number of mutually agreed upon number of calendar days. If the Construction Testing Consultant cannot perform the work and/or services within the time provided, and upon the submission by the Construction Testing Consultant of a request in writing to the Owner, indicating the length of extension required to perform a task, the Owner may grant a reasonable extension time. The request from the Construction Testing Consultant shall state the reason for the extension request, along with evidence showing that the Construction Testing Consultant is unable to complete this work in the time specified in the work order for reasons beyond its control. The Construction Testing Consultant is prohibited from claiming damages for delays and extensions of time.
4. No Extra Work. No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the Owner unless such work or service is first approved in writing by the Owner.
5. Compensation. Under the terms of this Contract, the Construction Testing Consultant agrees to perform the work described in the Basic Services scope of work, and the Owner agrees to pay the Construction Testing Consultant as compensation for professional services described therein at the unit rates included in Attachment A.
6. Payments.
 - A. Invoices shall be submitted monthly. The Consultant will submit an itemized invoice for Purchase Orders individually, no more frequently than monthly, to the requesting Project Manager, and the Owner will pay the Consultant based on the work completed that period. Payment will be based on the unit prices negotiated with the Consultant. Invoices shall state actual tests performed or actual time expended on services performed by the Construction Testing Consultant and shall meet the standards of quality as established under this Contract. The Owner agrees to pay the Construction Testing Consultant, as compensation for such testing services as listed herein in accordance with the unit rate schedule outlined in Attachment A to this Contract. Invoices shall be prepared and submitted by the Construction Testing Consultant and be accompanied by all supporting data required by the Owner. Payment of any invoice for any work or services may not be deemed to be recognition of satisfactory

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performance of said work or services or a waiver of any right of the Owner or any obligation of the Construction Testing Consultant should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract.

- B. Claims over \$12,500 require an Invoice Affidavit in accordance with state law. The Owner will review the invoice for payment. Should the Owner question or request additional documentation or disapprove all or a portion of any invoice, the Construction Testing Consultant will be notified so that it may provide additional documentation sufficient to permit the invoice to be paid, in whole or in part.

7. Indemnity. To the fullest extent permitted by law, the Construction Testing Consultant agrees to release, defend, indemnify and save harmless the Owner, their officers, agents and employees, from and against any and all loss of damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, cost, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Construction Testing Consultant's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Construction Testing Consultant's negligent use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Construction Testing Consultant's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Construction Testing Consultant shall promptly advise the Owner in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Construction Testing Consultant, at its expense, shall assume the defense of the Owner, with counsel satisfactory to the Owner. This section shall survive the expiration of the Contract. Provided, however, the Construction Testing Consultant needs not release, defend, indemnify or save harmless the Owner and or their officers, agents and employees, from damages or injuries resulting from the negligence of the Owner, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions thereof.
8. Insurance. Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to the Owner and any participating public trust.
- A. During the term of the Contract, the Construction Testing Consultant shall provide, pay for, and maintain with companies satisfactory to the Owner and any participating public trust, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Oklahoma. All liability policies (except professional liability policies) shall provide that the Owner and any participating public trust are named additional insured as to the operations of the Construction Testing Consultant under this Contract and shall also provide the following Severability of Interest Provision:

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“With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.”

- B. Promptly after notice of award of this Contract, the insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on the forms acceptable to the Owner. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the Owner. The required policies of insurance shall be performable in Norman, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.
- C. No less than thirty (30) days prior written notice by registered or certified mail shall be given to the Owner of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Construction Testing Consultant shall immediately notify the Owner and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the Owner requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Construction Testing Consultant hereby agrees to promptly authorize and have delivered to the Owner such statement. The Construction Testing Consultant authorizes the Owner to confirm all information so furnished as to the Construction Testing Consultant's compliance with its bonds and insurance requirements, the Construction Testing Consultant's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Construction Testing Consultant shall be primary to any insurance or self-insurance program carried by the Owner.
- D. No work or occupancy of the premises shall commence at the site unless and until the required certificates of insurance are provided and in effect and the written notice to proceed is issued to the Construction Testing Consultant by the Owner.
- E. The insurance coverage and limits required of the Construction Testing Consultant under this Contract are designed to meet the minimum requirements of the Owner. Such coverage and limits are not designed as a recommended insurance program for the Construction Testing Consultant. The Construction Testing Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Construction Testing Consultant have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the Construction Testing Consultant should seek professional assistance.
- F. The Construction Testing Consultant shall provide the Owner the following insurance:
 - (1) Worker's compensation and employer's liability. The Construction Testing Consultant shall maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the State of Oklahoma and employer's liability insurance in an amount not less than One Hundred

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Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the project, and in case any work is subcontracted, the Construction Testing Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Construction Testing Consultant. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Construction Testing Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

- (2) Commercial general liability insurance. The Construction Testing Consultant shall maintain during the term of the Contract sufficient commercial general liability insurance to protect the Construction Testing Consultant and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the Construction Testing Consultant or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the Owner's maximum liability under the Government Tort Claims Act, 51 O.S. § 151 et seq., as amended from time to time and currently are:
- a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - b. All other liability in an amount of not less than One Hundred Twenty Five Thousand Dollars (\$125,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
 - c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

Note: If commercial general liability coverage is written in a "claims-made" form, the Construction Testing Consultant shall also provide tail coverage that extends a minimum of one year from the expiration of this Contract.

- (3) Automobile liability insurance shall be maintained by the Construction Testing Consultant as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

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Bodily injury liability	\$125,000.00	Limit each person
	\$1,000,000.00	Limit each accident
Property damage liability	\$25,000.00	Limit each accident
	or	
Bodily injury and Property damage	\$1,000,000.00	Combined single limit each accident

- (4) Valuable paper insurance in an amount not less than \$25,000.00 to assure the restoration, in the event of their loss or destruction, of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (hereinafter collectively referred to as "documents") obtained or prepared as a part of this Contract and the delivery of said documents to the Owner upon completion, expiration, cancellation or termination of this Contract. The Owner is to be named as loss payee for its interest only.
- (5) Professional liability insurance. Before this Contract may become effective, the Construction Testing Consultant shall provide the Owner with a certificate of insurance evidencing the Construction Testing Consultant's coverage under a Professional Liability Insurance Policy in an amount not less than \$125,000.00 aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of any project where services are rendered under this contract.
- (6) Any lapse of insurance coverage is declared a breach of this Contract. The Owner may, at its option, suspend this Contract until there is full compliance with this paragraph "Insurance" or terminate this Contract for nonperformance.
9. Guarantees of Work. It is possible that more than one consultant will be selected to perform testing services. This Contract will not be a guarantee of work. A different consultant may be used for a specific project if it is deemed to be in the Owner's best interest.
10. Notices. All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the Owner:

The City of Norman
225 N. Webster Ave.
P.O. Box 370
Norman, Oklahoma 73069

Address shall include specific Attn: to the Department and person representing the Owner as overseeing the specific Owner project for which services are being rendered,

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telephone numbers and FAX number shall also be to the specific department and person for which services are being rendered.

To the Construction Testing Consultant:
Benchmark Construction Services, LLC
3430 Macdonnell Dr, Norman, OK 73069
Attn: Jeriah Orth, Phone: (405)701-9935

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

11. Stop Work. Upon notice to the Construction Testing Consultant, the Owner may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspended any of the required provisions of paragraph 7, "Indemnity" and/or 8, "Insurance" of this Contract. In the event the Owner issues a stop work order to the Construction Testing Consultant, the Owner will provide a copy of such stop work order to the contractor.
12. Compliance with Laws, Ordinances, Specifications and Regulations. The Construction Testing Consultant shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.
13. Records and Accounts. During the term of this Contract and continuing for a period the longer of 1) five (5) years after the final acceptance of the last completed project under this Contract by the Owner, or 2) until the final resolution of any outstanding disputes between the Owner and the Construction Testing Consultant or the contractor(s) on the project, the Construction Testing Consultant shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photograph, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the Owner subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract.

The Construction Testing Consultant must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Construction Testing Consultant shall permit periodic audits by the Owner and the Owner's authorized representative. The periodic audit of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the Owner and Construction Testing Consultant. Agreement as to the time and place for audits may not be unreasonable withheld.
14. Reporting to the Owner. The Construction Testing Consultant shall report to the Owner on a regular monthly basis and on an as needed basis.
15. Prohibition Against Collusion. The Construction Testing Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely

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for the Construction Testing Consultant to solicit or secure this Contract. The Construction Testing Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Testing Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

16. Ownership of Documents. All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, surveys results, plans and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the Owner and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Construction Testing Consultant. Reuse of said documents by the Owner shall be at the Owner's risk and responsibility and not that of the Construction Testing Consultant. The parties may use any portions of said documents at their own risk and responsibility.
17. Standard of Care. In providing the work and services herein, the Construction Testing Consultant shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Construction Testing Consultant agrees to require all of its consultants, by the terms of its consultant's contracts, to provide services at the same standards of reasonable care, skill, diligence and professional competence required of the Construction Testing Consultant.
18. Subconsultants. The Construction Testing Consultant agrees to submit for approval by the Owner, prior to their engagement, a list of any subconsultants or subcontractors the Construction Testing Consultant intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonable withheld. The Construction Testing Consultant shall notify the Owner and seek pre-approval of any substitutions or changes in subconsultants or subcontractors.
19. Non-discrimination. In connection with the performance of work and/or services under this Contract the Construction Testing Consultant agrees as follows:
 - A. The Construction Testing Consultant agrees that it, or any of its subcontractors, will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.
 - B. In the event of the Construction Testing Consultant's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the Owner. The Construction Testing Consultant may be declared by the Owner ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Construction Testing Consultant.
 - C. The Construction Testing Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract.

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20. Assignment. Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Construction Testing Consultant to provide professional and personal services to the Owner, the parties agree that the Construction Testing Consultant may not assign its obligations, rights or interest in this Contract except as set forth in paragraph 21, "Termination for Default" subparagraph B.
21. Termination for Default. Either party may cancel this Contract in whole or in part, for failure of the other party to fulfill or promptly fulfill its obligations under this Contract, as follows:
- A. After due notice of the default and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination.
 - B. If this Contract is terminated by reason of a default of the Construction Testing Consultant prior to the completion of this project, regardless of the reason for said termination, the Construction Testing Consultant shall immediately assign to the Owner any contracts and/or agreements relative to this project entered into between the Construction Testing Consultant and its subcontractors and subconsultants, as the Owner may designate in writing and with the consent of the subcontractors and subconsultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the Owner, the Owner shall only be required to compensate such subcontractors and subconsultants for compensation accruing to such parties under the terms of their agreements with the Construction Testing Consultant from and after the date of such assignment to and acceptance by the Owner. All sums claimed by such Construction Testing Consultant to be due and owing for services performed prior to such assignment and acceptance by the Owner shall constitute a debt between the Construction Testing Consultant and affected subcontractors and subconsultants, and the Owner shall in no way be deemed liable for such sums. The Construction Testing Consultant shall include this provision and the Owner's rights and obligations hereunder in all agreements or contract entered into with the Construction Testing Consultant's subcontractors and subconsultants.
 - C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph 7, "Indemnity" or 8, "Insurance" of this Contract.
22. Termination for Convenience. The Owner may terminate this Contract, in whole or in part, for the Owner's convenience. The Owner may terminate by delivery of a notice to the Construction Testing Consultant, pursuant to paragraph "Notices" herein.
- A. Upon receipt of the notice of termination, the Construction Testing Consultant shall: (1) immediately discontinue all work and services affected, unless the notice directs otherwise; and (2) upon payment for work performed, deliver to the Owner all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete, unless the notice directs otherwise.

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- B. Upon termination for the convenience by the Owner, the Owner shall pay the Construction Testing Consultant for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract and as further limited by the not-to-exceed amounts set out in this Contract.
 - C. The rights and remedies of the Owner provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.
 - D. Termination herein shall not terminate or suspend any of the required provisions of paragraph 7, "Indemnity" or 8, "Insurance" of this Contract
23. Time Is of the Essence. Both the Owner and the Construction Testing Consultant expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the Owner to timely object to the time of performance shall not waive any right of the Owner to object at a later time.
24. No Damage for Delay. No payment, compensation or adjustment of any kind (other than an approved extension time) shall be made to the Construction Testing Consultant for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Construction Testing Consultant agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.
25. Local Business Utilization Report. The Construction Testing Consultant agrees to submit a Local Business Utilization ("LBU") Report to the Owner upon request within fourteen (14) days from the date of this Contract, to include the following information:
- A. A list identifying each of its subcontractors and subconsultants;
 - B. The location of the principal of business of each subconsultant or subcontractor;
 - C. The status of each subconsultant or subcontractor as local, small, disadvantaged, minority or otherwise;
 - D. The general scope of work to be performed by each subconsultant or subcontractor; and
 - E. The dollar amount of each subcontract.
26. Severability. If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
27. Entire Agreement. This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Construction Testing Consultant concerning the Contract. Neither the Owner nor the Construction Testing Consultant has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.

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28. Amendment. This Contract may be modified only by a written amendment of subsequent date hereto approved by the Owner and the Construction Testing Consultant's scope of work is increased or changed so as to materially increase the need for right-of-way acquisition services in excess of the not-to-exceed total compensation, the Construction Testing Consultant may seek to amend this Contract.
29. Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
30. Descriptive Headings. The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.
31. Construction and Enforcement. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
32. Survival of Representations. All representations and covenants of the parties shall survive the expiration of the Contract.
33. Parties Bound. This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
34. Governing Law; Venue. This Contract shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Contract shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
35. Effective Date. The effective date of this Contract shall be the date of execution of this Contract by the Owner.
36. Renewal. Unless written notification of termination or renegotiations of any or all portions of this Contract, including unit costs, is given by the Owner or the Construction Testing Consultant at least sixty (60) days prior to the expiration date of this Contract, the contract shall be renewed and provisions thereof shall continue in full force and effect for a twelve (12) month period, with automatic renewal to apply to each successive twelve month period thereafter, not to exceed the contract term described in paragraph 1, "Definitions" Subparagraph C. At each renewal, unit prices will be adjusted by Consumer Price Index for the preceding twelve (12) months. To this end, no provision of this Contract, or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the Owner to third persons, including, by way of illustration, but not exclusion, sureties upon performance bond, payment bonds, or other bonds, assignees of the Construction Testing Consultant, subcontractors, and persons performing labor, furnishing material or in any way contributing or assisting in the performance of obligations by the


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Construction Testing Consultant; nor shall any provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the Owner or in any way to restrict the freedom of the Owner to exercise full discretion in its dealings with the Construction Testing Consultant.

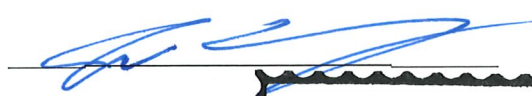
[Signatures on following page]

In Witness Whereof, this Contract was approved and executed by all parties hereto this 6th day of February, 2024.

CONSULTANT: Benchmark Construction Services, LLC

By: 
Title: Managing Member

ATTEST:


JAY HENRY
Notary Public - State of Oklahoma
Commission Number 20007779
My Commission Expires Jun 27, 2024

CITY OF NORMAN/NORMAN UTILITIES AUTHORITY/NORMAN MUNICIPAL
AUTHORITY (Owner):

Approved as to form and legality this _____ day of _____, 2024.

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City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 2024.

ATTEST:

City Clerk

Mayor/Chairman

ATTACHMENT A
TESTING WORK SCOPE and FEE SCHEDULE

I.	Mobilization (Technician – see Sec VIII for soil sampling mobe)	Per Trip	\$61.67
II.	Aggregate Testing		
A.	<u>Concrete Coarse Aggregates</u>		
1.	Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)	Per Test	\$266.25
2.	Specific Gravity and Absorption, AASHTO T85 or ASTM C127	Per Test	\$98.33
3.	Sodium or Magnesium Sulfate ASTM C88 or AASHTO T104	Per Test	\$251.92
a.	Per Additional Cycle	Per Cycle	\$60.50
b.	Plus preparation of Sample From Crushed Material	Per Sample	\$116.67
4.	Freeze Thaw Soundness Tests (5 Cycles) AASHTO T103	Per Test	\$292.88
a.	Per Additional Cycle	Per Cycle	\$45.75
b.	Plus preparation of Sample From Crushed Material	Per Sample	\$57.50
5.	Sieve Analysis (Includes 200 sieve ASTM C-136 and C-117)	Per Test	\$98.33
6.	Specific Gravity and Absorption AASHTO T85 or ASTM C127	Per Test	\$98.33
B.	<u>Concrete Fine Aggregates</u>		
1.	Sieve Analysis (Includes 200 sieve) ASTM C-136 and C-117	Per Test	\$85.00
2.	Fineness Modulus (Calculation Only)	Per Test	\$20.56
3.	Soundness, Sodium or Magnesium ASTM C88 or AASHTO T104		
	Sulfate (1 to 5 Cycles)	Per Test	\$252.50
a.	Additional Cycles over 5	Per Cycle	\$63.75
b.	Plus Preparation of Sample From Crushed Material	Per Cycle	\$85.00
4.	Specific Gravity	Per Test	\$108.75
5.	Absorption	Per Test	\$87.50
C.	<u>Miscellaneous Aggregates</u>		
	Unit prices will correspond to those prices listed under Concrete Aggregates.		
III.	Asphalt Concrete and Hot Sand Asphalt Base		
A.	Cutting cores, 8" thickness or less AASHTO T168		
1.	1 to 3 Cores	Per Core	\$68.25
2.	4 to More	Per Core	\$58.75
3.	Each Additional Inch over 8"	Per Inch	\$7.56
4.	9-point length measurement of core	Per Core	\$31.75
5.	Patching Core Hole (if required)	Per Hole	\$21.19
B.	Extraction and Gradation OHD L-26, AASHTO T308 & T30		
1.	Ignition Oven Method	Per Test	\$229.00
C.	Asphalt Field Density Test OHD L-14, AASHTO T166		
1.	Cut-Out Method (Set of 3 cores)	Per set	\$143.83
2.	Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
a.	2 Test Minimum, Per Trip	Per Test	\$55.75
b.	3 or More Tests, Per Trip	Per Test	\$45.00

D.	Marshall Stability (3 Samples per Set, Includes Sample Pick-Up)	Per Set	\$266.83
E.	HVEEM (3 Samples per Set, Includes Sample Pick-Up)	Per Set	\$184.33
F.	Sand Equivalent	Per Test	\$97.50
G.	Specific Gravity (Rice Method)	Per Test	\$115.67
H.	Retained Strength (Mix Design)	Per Test	\$565.00
I.	Superpave Gyratory Compactor, AASHTO T312 (2 Samples per set, Includes Sample Pick Up)	Per Test	\$200.67
IV.	Base Course Testing		
A.	Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)	Per Test	\$266.25
B.	Field Density Test AASHTO T-310		
	1. Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
	a. 2 Test Minimum, Per Trip	Per Test	\$55.00
	b. 3 or More Tests, Per Trip	Per Test	\$49.50
C.	Atterberg Limits (LL, PL, and PI)	Per Test	\$81.50
D.	Proctor Test, ASTM D-698 or AASHTO T-99 (Standard Method)		
	1. Method "A" to include sampling	Per Test	\$256.25
	2. Method "B" to include sampling	Per Test	\$256.25
	3. Method "C" to include sampling	Per Test	\$265.00
E.	Proctor Test, ASTM D-1557 or AASHTO T-180 (Modified Method)		
	3. Method "D" to include sampling	Per Test	\$277.06
F.	Sieve Analysis (Includes 200 sieve) AASHTO T-27	Per Test	\$99.13
V.	Concrete		
A.	Concrete Beams, Furnishing Molds, Making Beams, Measuring Slump, Air Entrain and Transporting (number based on project-specific requirements) Beams (3 or more)	Per Set	\$145.00
	Additional Beams	Per trip	\$38.94
B.	Concrete Beams, Storing and Testing	Per Beam	\$38.25
C.	Cores, 8 Inch Thickness or Less		
	1. Each additional inch over 8 inches	Per Inch	\$9.25
	2. One Core	Per Core	\$103.19
	3. Two or More Cores	Per Core	\$71.31
	4. 9-point length measurement of core	Per Core	\$38.00
	5. Patching Core Hole (if required)	Per Hole	\$19.56
D.	Concrete Cylinder, Making, Furnishing Molds and transporting; shall also include Air Entertainment and Slump Test		
	1. Four 6"x12" Cylinders	Per Cylinder	\$32.00
	2. Five 4"x8" Cylinders	Per Cylinder	\$25.40
E.	Concrete Cylinder, Storing and Testing		
	1. 6"x12" cylinder	Per Cylinder	\$19.50
	2. 4"x8" cylinder	Per Cylinder	\$17.25
Note: Payment for pick up of cylinders outside normal working hours or for unusual circumstances will be made when prior authorization is obtained from the City Engineer; however, cylinders made on Friday, which require pick up on Saturdays or Sundays, are assumed to have prior authorization from the City Engineer. (See testing item XV.C. for specific rate to be claimed for "additional compensation" outside normal duty hours.)			
F.	Compressive Strength, Concrete Cores (4" min diameter)	Each	\$31.13
G.	Trim Concrete Cores for Compressive Strength Testing:		
	1. One end		\$17.75

	2. Both ends		\$22.08
I.	Concrete Laboratory Trial Batch, Including 4 Test Cylinders	Per Design	\$826.67
	1. Slump additional test	Per Test	\$32.88
	2. Air entertainment additional test	Per Test	\$41.44
J.	Flowable Fill (Cement Grout)	Per Cylinder	\$41.88
K.	Flowable Fill (Set of 3 cylinders plus flow test)	Per Test	\$88.75
L.	Mortar Compressive Strength Testing (Set of 3 cubes)	Per Test	\$106.19
M.	Grout Compressive Strength Testing (Set of 3 prisms)	Per Test	\$117.13

Note: Casting of Beams and Cylinders to include slump and air content when required

VI. Metallic Materials

A.	Billet Steel Bars for Concrete Reinforcement Bend and Tensile Test	Per Test	\$200.00
B.	Structural Steel		
	1. Shop Inspection (only) (AWS/CWI)#1	Per Hour	\$104.50
	2. Field Inspection (AWS/CWI)#1	Per Hour	\$108.00
	3. Ultrasonic (Man/Equipment)	Per Hour	\$114.50
	4. Mag or Penetrant (Inspector)	Per Hour	\$112.00
	5. Shear Stud Bend Test	Per Hour	\$98.25
	6. Turn-of-Nut Tightening Test	Per Hour	\$98.25

VII. Pipe Inspection

A.	Concrete Pipe Inspection, Any Size	Per Hour	\$115.75
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VIII. Soil Testing

A.	California Bearing Ratio, ASTM D1883	Per Test	\$318.75
B.	Classification		
	1. ASTM 2488 and OSI	Per Sample	\$156.75
	2. ASTM 2487 Visual	Per Hour	\$98.44
C.	Field Density Test		
	1. Sand Cone Densimeter Test	Per Test	\$101.67
	2. Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
	a. 2 Test Minimum, Per Trip	Per Test	\$55.00
	b. 3 or More Tests, Per Trip	Per Test	\$49.50

***All Nuclear Moisture/Density Gauges used under the control or direction of the City shall be inspected daily to ensure the device is within the manufacturer's specified tolerances for moisture and density calibrations and that each gauge be calibrated and certified in accordance with the provisions of ASTM and AASHTO. Nuclear Moisture/Density Gauges are to be inspected, calibrated and certified yearly by the manufacturer or an approved independent certification service. Said certification is to be accompanied by the operating technician's certification and the laboratory's NRC license and delivered to the City Engineer. In addition, a semiannual report shall be provided by the Testing Engineer showing calibrations and any adjustments made.

D.	Field Soil Resistivity (To include 3 locations)	Per Test	\$205.00
	1. Each additional location over 3 locations	Per Sample	\$65.38
	2. Laboratory Soil Resistivity Test	Per Test	\$91.50
E.	pH Test	Per Test	\$48.58
F.	Electro-conductivity Test	Per Test	\$110.00
G.	Atterberg Limits (LL, PL, and PI)	Per Test	\$88.00
H.	Proctor Tests (See listing under Base Course)	Per Test	\$257.50
I.	Moisture determination only	Per Test	\$15.31
J.	Volumetric Density	Per Test	\$33.63
K.	Test Borings, Soil Bearing Tests	Per Test	\$10.75

1.	Test Boring, Soil	Per Foot	\$15.88
2.	Test Boring, Sandstone, Limestone or Shale	Per Foot	\$30.06
3.	Coring Sandstone, Limestone or Shale	Per Foot	\$59.25
4.	Penetration Tests	Per Test	\$33.08
5.	Mobilization Charge		\$50.00
6.	Soil Boring Grouting (including preparation and submittal of well boring logs) in Accordance with Oklahoma Water Resources Board Regulations	Per Project	\$85.00
		Plus \$3.00/foot of grouted length	
L.	Unconfined Compressive Strength	Per Sample	\$78.75
M.	Soil-Cement Stabilized Base Field Density	Per Sample	\$51.42
N.	Soil-Lime Stabilized Base Field Density	Per Sample	\$51.42
O.	One-dimensional Swell Test, Potential Vertical Rise (PVR), ASTM 4546 Method B	Per Test	\$398.19
P.	Consolidation, ASTM D2435	Per Test	\$481.25
Q.	Permeability	Per Test	\$361.25
R.	Sampling (Shelby Tube samples)	Per Test	\$39.50
S.	Pressure Meter Test (3 Test Minimum per Boring)	Per Test	\$956.67
T.	Sieve Analysis (includes 200 sieve)	Per Test	\$67.06
U.	Soluble Sulfate Testing (OHD L-49)	Per Test	\$51.67

IX. Soil Modified Base Course, Design

Sub-items A, B, and C each include Atterberg limits, sieve analysis, Proctor, and three strength tests on laboratory-molded, cured, and conditioned test specimens. Sub-item B also includes the test under sub-item D; lime pre-treatment requires both items C and D.

A.	Cement Required, P.C.A., Short Method Gradation and Compressive Strength	Per Design	\$687.50
B.	Soil-Lime, Lime Assoc. Method	Per Design	\$762.33
C.	pH Method	Per Design	\$287.42
D.	Available Ca(OH) ₂ (Rapid Sugar)	Per Test	\$225.00
E.	Fineness Test (Sieve Analysis)	Per Test	\$85.25
F.	Pulverization Test (Cement or Lime Modified Soil)	Per Test	\$100.00
G.	Soil-Fly Ash or soil-CKD, CBR Method	Per Test	\$961.67

X. Foundation Report

Shall include information requested by the Architect or Engineer, including recommendation of loading of foundation material. Six (6) copies of the report shall be furnished at a rate to be paid for by the following:

Professional Engineer:	Per Hour	\$130.00
Staff Engineer:	Per Hour	\$140.00
Senior Engineer:	Per Hour	\$200.00
Technician:	Per Hour	\$65.69

Field Sampling, drilling and laboratory tests required in connection with the report shall be paid for in accordance with the applicable provisions of this Contract.

XI. Pre-stressed Concrete Bridge Member

Complete Engineering Inspection, Testing and Reporting in accordance with the 1976 Edition Standard Specification for Highway Construction, Oklahoma State Highway Commission, "Section 503-Prestressed Concrete Bridge Members" and all subsequent Revisions.

Inspection:	Per Hour	\$90.50
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XII. Asbestos Inspection & Sampling

A.	Bulk Sampling		
1.	Field Inspector	Per Hour	\$91.50
2.	Analysis by Polarized Light Microscopy/Dispersing Staining	Per Sample	\$10.00
B.	Air Monitoring		
1.	Eight hour shift including ten samples Analyzed by Phase Contrast Microscopy (PCM)	Per Day	\$499.00
2.	Air Sample (NIOSH 7400 Method)(PCM)	Per Sample	\$10.00
3.	Transmission Electron Microscopy Analysis	Per Sample	\$125.00
XIII. Lead			
A.	Bulk Sampling		
1.	Field Inspector	Per Hour	\$98.00
B.	Analysis Testing		
1.	Paint Sample (chip)	Per Sample	\$12.00
2.	Wipe Sample	Per Sample	\$14.00
3.	Soil Sample	Per Sample	\$14.00
4.	Air Sample	Per Sample	\$14.00
XIV. Asbestos Report			
Report shall include information regarding asbestos presence. The report may include location, percentage, type, friability, and recommendations for abatement including encapsulation, removal or maintenance and operation program. Six (6) copies of the report shall be furnished at a rate to be paid as follows:			
	Certified Industrial Hygienist	Per Hour	\$210.00
	Technician	Per Hour	\$100.00
XV. IBC Testing/Inspection			
The Engineer shall provide testing/inspection services as authorized for such work as required by the IBC, Chapter 17, Section 1704 as follows:			
	Engineer	Per Hour	\$178.33
	AWS Certified Welding Inspector	Per Hour	\$107.33
	ICC Certified Inspector	Per Hour	\$105.00
	(Current certification must accompany each test)		
	Technician	Per Hour	\$71.08
XVI. Hourly Rates			
A.	Resident Engineer	Per Hour	\$166.25
B.	Project Manager	Per Hour	\$130.75
C.	Technician	Per Hour	\$72.81
XVII. Hourly Rates			
A.	Additional Compensation	Per Hour	x1.5 Multiplier

File Attachments for Item:

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-137: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND CEC ENGINEERING FOR ON-CALL CONSTRUCTION TESTING SERVICES.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/13/2024

REQUESTER: Chris A. Smith, Construction Manager

PRESENTER: Scott Sturtz, Interim Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-137: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND CEC ENGINEERING FOR ON-CALL CONSTRUCTION TESTING SERVICES.

BACKGROUND:

The City of Norman utilizes various engineering firms for a variety of construction testing services utilizing existing on-call contracts. Construction testing services include soil density test, concrete strength tests, asphalt material analyses, etc. City Staff prepare an on-call testing solicitation every three (3) to five (5) years to ensure we have qualified consultants' on-call to perform the necessary tests we require on our various City projects.

Tonight's agenda item is for a new on-call testing contract with CEC Engineering.

DISCUSSION:

The Engineering Division of the Public Works Department issued Request for Qualifications RFQ-2223-50 to numerous engineering testing firms in October 2023 to solicit new on-call contracts for construction testing services to be utilized as needed for City construction projects.

The Engineering Division received ten (10) proposals. The selection committee included three (3) staff members consisting of Chris A. Smith, Construction Manager; Steve Guizzo, Engineering Assistant; Terry Graven, Utilities Inspector; and two (2) private citizens including Harry Fritzler, retired resident of Norman, Oklahoma and Jason Taylor, resident of Norman, Oklahoma. Each committee member independently scored each proposal on a point scale as defined in the Request for Proposal. The six (6) highest ranked firms that City staff selected to enter into on-call testing agreements include: Engineering Services & Testing, Inc. (EST), Olsson Engineering, Benchmark Engineering, GEOCAL Engineering, Burgess Engineering & Testing and CEC Engineering.

Once the firms were selected based on qualifications, unit pricing for each test on the City's Master Testing List was requested. City staff compiled this information and developed an average price for each item. All six (6) selected engineering firms reviewed the average pricing and agreed to accept these prices for billing purposes. As a result, regardless of the company performing the test, it will cost the City the same amount. Once these on-call testing agreements are approved, City staff will begin assigning testing responsibilities by project to the new and existing testing firms. This will allow staff to distribute the workload fairly and evenly, as needed. Each contract is for a period of three (3) years with the option for two (2) contract renewals each for a period of one (1) year for a maximum contract length of five (5) years. The contract language allows for a rate adjustment based on the current inflation rate at the end of the first three (3) years.

Funding for these services are budgeted in the respective project accounts and charged at the unit rates identified in the contract on an as-needed basis.

RECOMMENDATION:

Staff recommends approval of Contract K-2324-137 with CEC Engineering for construction testing services.

CONTRACT FOR ON-CALL CONSTRUCTION TESTING SERVICES

This contract for on-call construction testing services ("Contract") is entered into this ____ day of _____, 20__, by and between the City of Norman (a municipal corporation) ("City"), and its successors in interest, the Norman Utilities Authority ("NUA") and Norman Municipal Authority ("NMA"), referred to collectively as ("Owner") and _____ CEC Corporation_ ("Consultant").

WITNESSETH:

CONTRACT NO. K-2324-137 ON-CALL CONSTRUCTION TESTING SERVICES

WHEREAS, the Owner requires the services of a Construction Testing Consultant to perform services in connection with miscellaneous City wide projects; and

WHEREAS, the Construction Testing Consultant will provide services for these projects in accordance with this Contract; and

WHEREAS, it is the intent of the Owner to utilize the services contained in this Contract on an as-needed basis for a period of three (3) years with the option for two (2) contract renewals each with a period of one (1) year for a contract length of five (5) years or longer as needed to complete any work started in the time frame from the date of the original Contract; However, the Owner reserves the right to terminate this Contract prior to the completion of the contract term at their convenience; and

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the following:

1. Definitions. All items and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the contract clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:

A. Owner

City of Norman, OK, and/or Norman Utilities Authority and/or Norman Municipal Authority as it applies to the specific project for which services are rendered.

B. Engineer

The officer or/agent of the Owner in charge of overseeing the specific project for which services are be rendered.

C. Term of Contract

This Contract on an as-needed basis for a period of three (3) years with the option for two (2) contract renewals each with a period of one (1) year for a contract length of five (5) years or longer as needed to

complete any work started during the contract term.

2. Basic Services. The Construction Testing Consultant is hereby engaged and employed by the City to perform in accordance with good construction testing practices and in the best interest of the Owner, and to provide all labor, tools, equipment and materials necessary to perform all the work as set out herein. The selected consultant(s) will perform construction testing activities during upcoming construction projects. The Consultant shall ensure all testing work is completed under the supervision of Oklahoma registered professional engineers and in accordance with the applicable ASTM, AASHTO, or ODOT standards and the requirements of the City of Norman.

A. The Consultant's scope of work is anticipated to include, but is not limited to, the following activities:

- 1) Coordinate and schedule testing activities with the Owner/design engineer to ensure the prime contractor is not delayed in the performance of the construction. Promptly communicate any problems anticipated or encountered.
- 2) Meet with staff for project discussions, coordination, and presentations as required.
- 3) Prior to initiation of the work, Consultant's employees will attend health and safety meetings if required by the Contractor.
- 4) Provide adequate materials, labor and equipment to perform the work in a timely manner.
- 5) A list of proposed testing services is included in **Attachment A**. The City may allow alternate test methodologies upon written approval. Submit, in a timely manner, two copies of testing results to City of Norman. Provide one additional copy to both the design engineer and prime contractor.
- 6) Results must be certified by an Oklahoma Registered Professional Engineer. Test reports must indicate whether the material tested meets (passes or fails) the Construction Specifications provided by the City of Norman.
- 7) Negotiated unit prices will include all costs of performing the laboratory testing work (labor, equipment, storage, etc.) and reporting in the unit price for each test. Charges other than the unit prices defined in the contract will not be accepted for payment. Unit prices defined in the contract will remain the same throughout the term of the agreement.
- 8) One mobilization per day, for all purchase orders combined, will be allowed, unless otherwise approved by the City's Project Manager in advance. Per diem, mileage, etc. must be included in the mobilization rate.
- 9) Hourly rates for professional engineer, project manager and field technician will be included. All costs of their services (labor, equipment, etc) will be included in the hourly rate. Unit prices defined in the contract will remain the same throughout the term of the agreement.

B. Changes in Work

- 1) In any case where the Construction Testing Consultant believes additional compensation and/or time is due for work and services not clearly covered by a project-specific work order, the Construction Testing Consultant shall promptly notify the Owner in writing of its intention to negotiate for such additional compensation and/or time. The Construction Testing Consultant shall give this

notice prior to exceeding work order compensation and/or time limits. If such notification is not given, no claim for such extra compensation and/or time will be considered. Such notice by the Construction Testing Consultant shall not in any way be construed as proving the validity of the claim. The claim must be approved by the Owner. In such case where the claim is found to be just, it shall be allowed and paid as Extra Work in accordance with the Compensation paragraph of this Contract and unit rates specifically identified therein.

- 2) Exhaustion of the administrative procedure outlined herein above is a prerequisite of and not a substitute for the right of judicial review of the dispute.
3. Work Order. A project-specific work order for each construction testing project will be provided to the Construction Testing Consultant by the Owner, with an estimated number of tests to be performed. The services of the Construction Testing Consultant are to commence upon the date set out in the work order and be completed in the number of mutually agreed upon number of calendar days. If the Construction Testing Consultant cannot perform the work and/or services within the time provided, and upon the submission by the Construction Testing Consultant of a request in writing to the Owner, indicating the length of extension required to perform a task, the Owner may grant a reasonable extension time. The request from the Construction Testing Consultant shall state the reason for the extension request, along with evidence showing that the Construction Testing Consultant is unable to complete this work in the time specified in the work order for reasons beyond its control. The Construction Testing Consultant is prohibited from claiming damages for delays and extensions of time.
4. No Extra Work. No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the Owner unless such work or service is first approved in writing by the Owner.
5. Compensation. Under the terms of this Contract, the Construction Testing Consultant agrees to perform the work described in the Basic Services scope of work, and the Owner agrees to pay the Construction Testing Consultant as compensation for professional services described therein at the unit rates included in Attachment A.
6. Payments.
 - A. Invoices shall be submitted monthly. The Consultant will submit an itemized invoice for Purchase Orders individually, no more frequently than monthly, to the requesting Project Manager, and the Owner will pay the Consultant based on the work completed that period. Payment will be based on the unit prices negotiated with the Consultant. Invoices shall state actual tests performed or actual time expended on services performed by the Construction Testing Consultant and shall meet the standards of quality as established under this Contract. The Owner agrees to pay the Construction Testing Consultant, as compensation for such testing services as listed herein in accordance with the unit rate schedule outlined in Attachment A to this Contract. Invoices shall be prepared and submitted by the Construction Testing Consultant and be accompanied by all supporting data required by the Owner. Payment of any invoice for any work or services may not be deemed to be recognition of satisfactory

performance of said work or services or a waiver of any right of the Owner or any obligation of the Construction Testing Consultant should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract.

- B. Claims over \$12,500 require an Invoice Affidavit in accordance with state law. The Owner will review the invoice for payment. Should the Owner question or request additional documentation or disapprove all or a portion of any invoice, the Construction Testing Consultant will be notified so that it may provide additional documentation sufficient to permit the invoice to be paid, in whole or in part.
7. Indemnity. To the fullest extent permitted by law, the Construction Testing Consultant agrees to release, defend, indemnify and save harmless the Owner, their officers, agents and employees, from and against any and all loss of damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, cost, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Construction Testing Consultant's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Construction Testing Consultant's negligent use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Construction Testing Consultant's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Construction Testing Consultant shall promptly advise the Owner in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Construction Testing Consultant, at its expense, shall assume the defense of the Owner, with counsel satisfactory to the Owner. This section shall survive the expiration of the Contract. Provided, however, the Construction Testing Consultant needs not release, defend, indemnify or save harmless the Owner and or their officers, agents and employees, from damages or injuries resulting from the negligence of the Owner, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions thereof.
8. Insurance. Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to the Owner and any participating public trust.
- A. During the term of the Contract, the Construction Testing Consultant shall provide, pay for, and maintain with companies satisfactory to the Owner and any participating public trust, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Oklahoma. All liability policies (except professional liability policies) shall provide that the Owner and any participating public trust are named additional insured as to the operations of the Construction Testing Consultant under this Contract and shall also provide the following Severability of Interest Provision:

“With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.”

- B. Promptly after notice of award of this Contract, the insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on the forms acceptable to the Owner. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the Owner. The required policies of insurance shall be performable in Norman, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.
- C. No less than thirty (30) days prior written notice by registered or certified mail shall be given to the Owner of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Construction Testing Consultant shall immediately notify the Owner and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the Owner requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Construction Testing Consultant hereby agrees to promptly authorize and have delivered to the Owner such statement. The Construction Testing Consultant authorizes the Owner to confirm all information so furnished as to the Construction Testing Consultant's compliance with its bonds and insurance requirements, the Construction Testing Consultant's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Construction Testing Consultant shall be primary to any insurance or self-insurance program carried by the Owner.
- D. No work or occupancy of the premises shall commence at the site unless and until the required certificates of insurance are provided and in effect and the written notice to proceed is issued to the Construction Testing Consultant by the Owner.
- E. The insurance coverage and limits required of the Construction Testing Consultant under this Contract are designed to meet the minimum requirements of the Owner. Such coverage and limits are not designed as a recommended insurance program for the Construction Testing Consultant. The Construction Testing Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Construction Testing Consultant have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the Construction Testing Consultant should seek professional assistance.
- F. The Construction Testing Consultant shall provide the Owner the following insurance:
 - (1) Worker's compensation and employer's liability. The Construction Testing Consultant shall maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the State of Oklahoma and employer's liability insurance in an amount not less than One Hundred

Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the project, and in case any work is subcontracted, the Construction Testing Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Construction Testing Consultant. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Construction Testing Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

- (2) Commercial general liability insurance. The Construction Testing Consultant shall maintain during the term of the Contract sufficient commercial general liability insurance to protect the Construction Testing Consultant and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the Construction Testing Consultant or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the Owner's maximum liability under the Government Tort Claims Act, 51 O.S. § 151 et seq., as amended from time to time and currently are:
- a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - b. All other liability in an amount of not less than One Hundred Twenty Five Thousand Dollars (\$125,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
 - c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

Note: If commercial general liability coverage is written in a "claims-made" form, the Construction Testing Consultant shall also provide tail coverage that extends a minimum of one year from the expiration of this Contract.

- (3) Automobile liability insurance shall be maintained by the Construction Testing Consultant as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	\$125,000.00	Limit each person
	\$1,000,000.00	Limit each accident
Property damage liability	\$25,000.00	Limit each accident
	or	
Bodily injury and Property damage	\$1,000,000.00	Combined single limit each accident

- (4) Valuable paper insurance in an amount not less than \$25,000.00 to assure the restoration, in the event of their loss or destruction, of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (hereinafter collectively referred to as “documents”) obtained or prepared as a part of this Contract and the delivery of said documents to the Owner upon completion, expiration, cancellation or termination of this Contract. The Owner is to be named as loss payee for its interest only.
- (5) Professional liability insurance. Before this Contract may become effective, the Construction Testing Consultant shall provide the Owner with a certificate of insurance evidencing the Construction Testing Consultant’s coverage under a Professional Liability Insurance Policy in an amount not less than \$125,000.00 aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of any project where services are rendered under this contract.
- (6) Any lapse of insurance coverage is declared a breach of this Contract. The Owner may, at its option, suspend this Contract until there is full compliance with this paragraph “Insurance” or terminate this Contract for nonperformance.
9. Guarantees of Work. It is possible that more than one consultant will be selected to perform testing services. This Contract will not be a guarantee of work. A different consultant may be used for a specific project if it is deemed to be in the Owner’s best interest.
10. Notices. All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the Owner:

The City of Norman
225 N. Webster Ave.
P.O. Box 370
Norman, Oklahoma 73069

Address shall include specific Attn: to the Department and person representing the Owner as overseeing the specific Owner project for which services are being rendered,

telephone numbers and FAX number shall also be to the specific department and person for which services are being rendered.

To the Construction Testing Consultant:

Zoey Culpepper 405.753.6840

Josh Black 405.753.6840

FAX: 405.260.9709

4555 W. Memorial Rd.

Oklahoma City, OK 73142

P 405.753.4200

info@connectcec.com

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

11. Stop Work. Upon notice to the Construction Testing Consultant, the Owner may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspended any of the required provisions of paragraph 7, "Indemnity" and/or 8, "Insurance" of this Contract. In the event the Owner issues a stop work order to the Construction Testing Consultant, the Owner will provide a copy of such stop work order to the contractor.
12. Compliance with Laws, Ordinances, Specifications and Regulations. The Construction Testing Consultant shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.
13. Records and Accounts. During the term of this Contract and continuing for a period the longer of 1) five (5) years after the final acceptance of the last completed project under this Contract by the Owner, or 2) until the final resolution of any outstanding disputes between the Owner and the Construction Testing Consultant or the contractor(s) on the project, the Construction Testing Consultant shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photograph, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the Owner subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract.

The Construction Testing Consultant must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Construction Testing Consultant shall permit periodic audits by the Owner and the Owner's authorized representative. The periodic audit of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the Owner and Construction Testing Consultant. Agreement as to the time and place for audits may not be unreasonable withheld.
14. Reporting to the Owner. The Construction Testing Consultant shall report to the Owner on a regular monthly basis and on an as needed basis.
15. Prohibition Against Collusion. The Construction Testing Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely

for the Construction Testing Consultant to solicit or secure this Contract. The Construction Testing Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Testing Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

16. Ownership of Documents. All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, surveys results, plans and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the Owner and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Construction Testing Consultant. Reuse of said documents by the Owner shall be at the Owner's risk and responsibility and not that of the Construction Testing Consultant. The parties may use any portions of said documents at their own risk and responsibility.
17. Standard of Care. In providing the work and services herein, the Construction Testing Consultant shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Construction Testing Consultant agrees to require all of its consultants, by the terms of its consultant's contracts, to provide services at the same standards of reasonable care, skill, diligence and professional competence required of the Construction Testing Consultant.
18. Subconsultants. The Construction Testing Consultant agrees to submit for approval by the Owner, prior to their engagement, a list of any subconsultants or subcontractors the Construction Testing Consultant intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonable withheld. The Construction Testing Consultant shall notify the Owner and seek pre-approval of any substitutions or changes in subconsultants or subcontractors.
19. Non-discrimination. In connection with the performance of work and/or services under this Contract the Construction Testing Consultant agrees as follows:
 - A. The Construction Testing Consultant agrees that it, or any of its subcontractors, will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.
 - B. In the event of the Construction Testing Consultant's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the Owner. The Construction Testing Consultant may be declared by the Owner ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Construction Testing Consultant.
 - C. The Construction Testing Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract.

20. Assignment. Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Construction Testing Consultant to provide professional and personal services to the Owner, the parties agree that the Construction Testing Consultant may not assign its obligations, rights or interest in this Contract except as set forth in paragraph 21, "Termination for Default" subparagraph B.
21. Termination for Default. Either party may cancel this Contract in whole or in part, for failure of the other party to fulfill or promptly fulfill its obligations under this Contract, as follows:
- A. After due notice of the default and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination.
 - B. If this Contract is terminated by reason of a default of the Construction Testing Consultant prior to the completion of this project, regardless of the reason for said termination, the Construction Testing Consultant shall immediately assign to the Owner any contracts and/or agreements relative to this project entered into between the Construction Testing Consultant and its subcontractors and subconsultants, as the Owner may designate in writing and with the consent of the subcontractors and subconsultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the Owner, the Owner shall only be required to compensate such subcontractors and subconsultants for compensation accruing to such parties under the terms of their agreements with the Construction Testing Consultant from and after the date of such assignment to and acceptance by the Owner. All sums claimed by such Construction Testing Consultant to be due and owing for services performed prior to such assignment and acceptance by the Owner shall constitute a debt between the Construction Testing Consultant and affected subcontractors and subconsultants, and the Owner shall in no way be deemed liable for such sums. The Construction Testing Consultant shall include this provision and the Owner's rights and obligations hereunder in all agreements or contract entered into with the Construction Testing Consultant's subcontractors and subconsultants.
 - C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph 7, "Indemnity" or 8, "Insurance" of this Contract.
22. Termination for Convenience. The Owner may terminate this Contract, in whole or in part, for the Owner's convenience. The Owner may terminate by delivery of a notice to the Construction Testing Consultant, pursuant to paragraph "Notices" herein.
- A. Upon receipt of the notice of termination, the Construction Testing Consultant shall:
(1) immediately discontinue all work and services affected, unless the notice directs otherwise; and (2) upon payment for work performed, deliver to the Owner all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete, unless the notice directs otherwise.

- B. Upon termination for the convenience by the Owner, the Owner shall pay the Construction Testing Consultant for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract and as further limited by the not-to-exceed amounts set out in this Contract.
 - C. The rights and remedies of the Owner provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.
 - D. Termination herein shall not terminate or suspend any of the required provisions of paragraph 7, "Indemnity" or 8, "Insurance" of this Contract
23. Time Is of the Essence. Both the Owner and the Construction Testing Consultant expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the Owner to timely object to the time of performance shall not waive any right of the Owner to object at a later time.
24. No Damage for Delay. No payment, compensation or adjustment of any kind (other than an approved extension time) shall be made to the Construction Testing Consultant for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Construction Testing Consultant agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.
25. Local Business Utilization Report. The Construction Testing Consultant agrees to submit a Local Business Utilization ("LBU") Report to the Owner upon request within fourteen (14) days from the date of this Contract, to include the following information:
- A. A list identifying each of its subcontractors and subconsultants;
 - B. The location of the principal of business of each subconsultant or subcontractor;
 - C. The status of each subconsultant or subcontractor as local, small, disadvantaged, minority or otherwise;
 - D. The general scope of work to be performed by each subconsultant or subcontractor; and
 - E. The dollar amount of each subcontract.
26. Severability. If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
27. Entire Agreement. This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Construction Testing Consultant concerning the Contract. Neither the Owner nor the Construction Testing Consultant has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.

28. Amendment. This Contract may be modified only by a written amendment of subsequent date hereto approved by the Owner and the Construction Testing Consultant's scope of work is increased or changed so as to materially increase the need for right-of-way acquisition services in excess of the not-to-exceed total compensation, the Construction Testing Consultant may seek to amend this Contract.
29. Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
30. Descriptive Headings. The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.
31. Construction and Enforcement. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
32. Survival of Representations. All representations and covenants of the parties shall survive the expiration of the Contract.
33. Parties Bound. This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
34. Governing Law; Venue. This Contract shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Contract shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
35. Effective Date. The effective date of this Contract shall be the date of execution of this Contract by the Owner.
36. Renewal. Unless written notification of termination or renegotiations of any or all portions of this Contract, including unit costs, is given by the Owner or the Construction Testing Consultant at least sixty (60) days prior to the expiration date of this Contract, the contract shall be renewed and provisions thereof shall continue in full force and effect for a twelve (12) month period, with automatic renewal to apply to each successive twelve month period thereafter, not to exceed the contract term described in paragraph 1, "Definitions" Subparagraph C. At each renewal, unit prices will be adjusted by Consumer Price Index for the preceding twelve (12) months. To this end, no provision of this Contract, or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the Owner to third persons, including, by way of illustration, but not exclusion, sureties upon performance bond, payment bonds, or other bonds, assignees of the Construction Testing Consultant, subcontractors, and persons performing labor, furnishing material or in any way contributing or assisting in the performance of obligations by the

K-2324-137

Construction Testing Consultant; nor shall any provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the Owner or in any way to restrict the freedom of the Owner to exercise full discretion in its dealings with the Construction Testing Consultant.

[Signatures on following page]

In Witness Whereof, this Contract was approved and executed by all parties hereto this 11th day of December, 2023



CONSULTANT:

DocuSigned by:

Josh Black

By: Josh Black

Title: CEI Practice Leader

ATTEST:

Amber D. Reed
Assistant Corp. Secretary

CITY OF NORMAN/NORMAN UTILITIES AUTHORITY/NORMAN MUNICIPAL
AUTHORITY (Owner):

Approved as to form and legality this _____ day of _____, 2024.

City Attorney

Approved by the Council of the City of Norman, this ____ day of _____, 2024.

ATTEST:

City Clerk

Mayor/Chairman

ATTACHMENT A TESTING WORK SCOPE and FEE SCHEDULE

I.	Mobilization (Technician – see Sec VIII for soil sampling mobe)	Per Trip	\$61.67
II.	Aggregate Testing		
A.	<u>Concrete Coarse Aggregates</u>		
1.	Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)	Per Test	\$266.25
2.	Specific Gravity and Absorption, AASHTO T85 or ASTM C127	Per Test	\$98.33
3.	Sodium or Magnesium Sulfate ASTM C88 or AASHTO T104	Per Test	\$251.92
a.	Per Additional Cycle	Per Cycle	\$60.50
b.	Plus preparation of Sample From Crushed Material	Per Sample	\$116.67
4.	Freeze Thaw Soundness Tests (5 Cycles) AASHTO T103	Per Test	\$292.88
a.	Per Additional Cycle	Per Cycle	\$45.75
b.	Plus preparation of Sample From Crushed Material	Per Sample	\$57.50
5.	Sieve Analysis (Includes 200 sieve ASTM C-136 and C-117)	Per Test	\$98.33
6.	Specific Gravity and Absorption AASHTO T85 or ASTM C127	Per Test	\$98.33
B.	<u>Concrete Fine Aggregates</u>		
1.	Sieve Analysis (Includes 200 sieve) ASTM C-136 and C-117	Per Test	\$85.00
2.	Fineness Modulus (Calculation Only)	Per Test	\$20.56
3.	Soundness, Sodium or Magnesium ASTM C88 or AASHTO T104		
	Sulfate (1 to 5 Cycles)	Per Test	\$252.50
a.	Additional Cycles over 5	Per Cycle	\$63.75
b.	Plus Preparation of Sample From Crushed Material	Per Cycle	\$85.00
4.	Specific Gravity	Per Test	\$108.75
5.	Absorption	Per Test	\$87.50
C.	<u>Miscellaneous Aggregates</u>		
	Unit prices will correspond to those prices listed under Concrete Aggregates.		
III.	Asphalt Concrete and Hot Sand Asphalt Base		
A	Cutting cores, 8" thickness or less AASHTO T168		
1.	1 to 3 Cores	Per Core	\$68.25
2.	4 to More	Per Core	\$58.75
3.	Each Additional Inch over 8"	Per Inch	\$7.56
4.	9-point length measurement of core	Per Core	\$31.75
5.	Patching Core Hole (if required)	Per Hole	\$21.19
B.	Extraction and Gradation OHD L-26, AASHTO T308 & T30		
1.	Ignition Oven Method	Per Test	\$229.00
C.	Asphalt Field Density Test OHD L-14, AASHTO T166		
1.	Cut-Out Method (Set of 3 cores)	Per set	\$143.83
2.	Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
a.	2 Test Minimum, Per Trip	Per Test	\$55.75
b.	3 or More Tests, Per Trip	Per Test	\$45.00

D.	Marshall Stability (3 Samples per Set, Includes Sample Pick-Up)	Per Set	\$266.83
E.	HVEEM (3 Samples per Set, Includes Sample Pick-Up)	Per Set	\$184.33
F.	Sand Equivalent	Per Test	\$97.50
G.	Specific Gravity (Rice Method)	Per Test	\$115.67
H.	Retained Strength (Mix Design)	Per Test	\$565.00
I.	Superpave Gyratory Compactor, AASHTO T312 (2 Samples per set, Includes Sample Pick Up)	Per Test	\$200.67
IV.	Base Course Testing		
A.	Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)	Per Test	\$266.25
B.	Field Density Test AASHTO T-310		
1.	Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
a.	2 Test Minimum, Per Trip	Per Test	\$55.00
b.	3 or More Tests, Per Trip	Per Test	\$49.50
C.	Atterberg Limits (LL, PL, and PI)	Per Test	\$81.50
D.	Proctor Test, ASTM D-698 or AASHTO T-99 (Standard Method)		
1.	Method "A" to include sampling	Per Test	\$256.25
2.	Method "B" to include sampling	Per Test	\$256.25
3.	Method "C" to include sampling	Per Test	\$265.00
E.	Proctor Test, ASTM D-1557 or AASHTO T-180 (Modified Method)		
3.	Method "D" to include sampling	Per Test	\$277.06
F.	Sieve Analysis (Includes 200 sieve) AASHTO T-27	Per Test	\$99.13
V.	Concrete		
A.	Concrete Beams, Furnishing Molds, Making Beams, Measuring Slump, Air Entrain and Transporting (number based on project-specific requirements) Beams (3 or more)	Per Set	\$145.00
	Additional Beams	Per trip	\$38.94
B.	Concrete Beams, Storing and Testing	Per Beam	\$38.25
C.	Cores, 8 Inch Thickness or Less		
1.	Each additional inch over 8 inches	Per Inch	\$9.25
2.	One Core	Per Core	\$103.19
3.	Two or More Cores	Per Core	\$71.31
4.	9-point length measurement of core	Per Core	\$38.00
5.	Patching Core Hole (if required)	Per Hole	\$19.56
D.	Concrete Cylinder, Making, Furnishing Molds and transporting; shall also include Air Entertainment and Slump Test		
1.	Four 6"x12" Cylinders	Per Cylinder	\$32.00
2.	Five 4"x8" Cylinders	Per Cylinder	\$25.40
E.	Concrete Cylinder, Storing and Testing		
1.	6"x12" cylinder	Per Cylinder	\$19.50
2.	4"x8" cylinder	Per Cylinder	\$17.25
Note: Payment for pick up of cylinders outside normal working hours or for unusual circumstances will be made when prior authorization is obtained from the City Engineer; however, cylinders made on Friday, which require pick up on Saturdays or Sundays, are assumed to have prior authorization from the City Engineer. (See testing item XV.C. for specific rate to be claimed for "additional compensation" outside normal duty hours.)			
F.	Compressive Strength, Concrete Cores (4" min diameter)	Each	\$31.13
G.	Trim Concrete Cores for Compressive Strength Testing:		
1.	One end		\$17.75

	2. Both ends		\$22.08
I.	Concrete Laboratory Trial Batch, Including 4 Test Cylinders	Per Design	\$826.67
	1. Slump additional test	Per Test	\$32.88
	2. Air entertainment additional test	Per Test	\$41.44
J.	Flowable Fill (Cement Grout)	Per Cylinder	\$41.88
K.	Flowable Fill (Set of 3 cylinders plus flow test)	Per Test	\$88.75
L.	Mortar Compressive Strength Testing (Set of 3 cubes)	Per Test	\$106.19
M.	Grout Compressive Strength Testing (Set of 3 prisms)	Per Test	\$117.13

Note: Casting of Beams and Cylinders to include slump and air content when required

VI. Metallic Materials

A.	Billet Steel Bars for Concrete Reinforcement Bend and Tensile Test	Per Test	\$200.00
B.	Structural Steel		
	1. Shop Inspection (only) (AWS/CWI)#1	Per Hour	\$104.50
	2. Field Inspection (AWS/CWI)#1	Per Hour	\$108.00
	3. Ultrasonic (Man/Equipment)	Per Hour	\$114.50
	4. Mag or Penetrant (Inspector)	Per Hour	\$112.00
	5. Shear Stud Bend Test	Per Hour	\$98.25
	6. Turn-of-Nut Tightening Test	Per Hour	\$98.25

VII. Pipe Inspection

A.	Concrete Pipe Inspection, Any Size	Per Hour	\$115.75
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VIII. Soil Testing

A.	California Bearing Ratio, ASTM D1883	Per Test	\$318.75
B.	Classification		
	1. ASTM 2488 and OSI	Per Sample	\$156.75
	2. ASTM 2487 Visual	Per Hour	\$98.44
C.	Field Density Test		
	1. Sand Cone Densimeter Test	Per Test	\$101.67
	2. Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
	a. 2 Test Minimum, Per Trip	Per Test	\$55.00
	b. 3 or More Tests, Per Trip	Per Test	\$49.50

***All Nuclear Moisture/Density Gauges used under the control or direction of the City shall be inspected daily to ensure the device is within the manufacturer's specified tolerances for moisture and density calibrations and that each gauge be calibrated and certified in accordance with the provisions of ASTM and AASHTO. Nuclear Moisture/Density Gauges are to be inspected, calibrated and certified yearly by the manufacturer or an approved independent certification service. Said certification is to be accompanied by the operating technician's certification and the laboratory's NRC license and delivered to the City Engineer. In addition, a semiannual report shall be provided by the Testing Engineer showing calibrations and any adjustments made.

D.	Field Soil Resistivity (To include 3 locations)	Per Test	\$205.00
	1. Each additional location over 3 locations	Per Sample	\$65.38
	2. Laboratory Soil Resistivity Test	Per Test	\$91.50
E.	pH Test	Per Test	\$48.58
F.	Electro-conductivity Test	Per Test	\$110.00
G.	Atterberg Limits (LL, PL, and PI)	Per Test	\$88.00
H.	Proctor Tests (See listing under Base Course)	Per Test	\$257.50
I.	Moisture determination only	Per Test	\$15.31
J.	Volumetric Density	Per Test	\$33.63
K.	Test Borings, Soil Bearing Tests	Per Test	\$10.75

1.	Test Boring, Soil	Per Foot	\$15.88
2.	Test Boring, Sandstone, Limestone or Shale	Per Foot	\$30.06
3.	Coring Sandstone, Limestone or Shale	Per Foot	\$59.25
4.	Penetration Tests	Per Test	\$33.08
5.	Mobilization Charge		\$50.00
6.	Soil Boring Grouting (including preparation and submittal of well boring logs) in Accordance with Oklahoma Water Resources Board Regulations	Per Project Plus \$3.00/foot of grouted length	\$85.00
L.	Unconfined Compressive Strength	Per Sample	\$78.75
M.	Soil-Cement Stabilized Base Field Density	Per Sample	\$51.42
N.	Soil-Lime Stabilized Base Field Density	Per Sample	\$51.42
O.	One-dimensional Swell Test, Potential Vertical Rise (PVR), ASTM 4546 Method B	Per Test	\$398.19
P.	Consolidation, ASTM D2435	Per Test	\$481.25
Q.	Permeability	Per Test	\$361.25
R.	Sampling (Shelby Tube samples)	Per Test	\$39.50
S.	Pressure Meter Test (3 Test Minimum per Boring)	Per Test	\$956.67
T.	Sieve Analysis (includes 200 sieve)	Per Test	\$67.06
U.	Soluble Sulfate Testing (OHD L-49)	Per Test	\$51.67

IX. Soil Modified Base Course, Design

Sub-items A, B, and C each include Atterberg limits, sieve analysis, Proctor, and three strength tests on laboratory-molded, cured, and conditioned test specimens. Sub-item B also includes the test under sub-item D; lime pre-treatment requires both items C and D.

A.	Cement Required, P.C.A., Short Method		
	Gradation and Compressive Strength	Per Design	\$687.50
B.	Soil-Lime, Lime Assoc. Method	Per Design	\$762.33
C.	pH Method	Per Design	\$287.42
D.	Available Ca(OH) ₂ (Rapid Sugar)	Per Test	\$225.00
E.	Fineness Test (Sieve Analysis)	Per Test	\$85.25
F.	Pulverization Test (Cement or Lime Modified Soil)	Per Test	\$100.00
G.	Soil-Fly Ash or soil-CKD, CBR Method	Per Test	\$961.67

X. Foundation Report

Shall include information requested by the Architect or Engineer, including recommendation of loading of foundation material. Six (6) copies of the report shall be furnished at a rate to be paid for by the following:

Professional Engineer:	Per Hour	\$130.00
Staff Engineer:	Per Hour	\$140.00
Senior Engineer:	Per Hour	\$200.00
Technician:	Per Hour	\$65.69

Field Sampling, drilling and laboratory tests required in connection with the report shall be paid for in accordance with the applicable provisions of this Contract.

XI. Pre-stressed Concrete Bridge Member

Complete Engineering Inspection, Testing and Reporting in accordance with the 1976 Edition Standard Specification for Highway Construction, Oklahoma State Highway Commission, "Section 503-Prestressed Concrete Bridge Members" and all subsequent Revisions.

Inspection:	Per Hour	\$90.50
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XII. Asbestos Inspection & Sampling

A.	Bulk Sampling		
1.	Field Inspector	Per Hour	\$91.50
2.	Analysis by Polarized Light Microscopy/Dispersing Staining	Per Sample	\$10.00
B.	Air Monitoring		
1.	Eight hour shift including ten samples Analyzed by Phase Contrast Microscopy (PCM)	Per Day	\$499.00
2.	Air Sample (NIOSH 7400 Method)(PCM)	Per Sample	\$10.00
3.	Transmission Electron Microscopy Analysis	Per Sample	\$125.00

XIII. Lead

A.	Bulk Sampling		
1.	Field Inspector	Per Hour	\$98.00
B.	Analysis Testing		
1.	Paint Sample (chip)	Per Sample	\$12.00
2.	Wipe Sample	Per Sample	\$14.00
3.	Soil Sample	Per Sample	\$14.00
4.	Air Sample	Per Sample	\$14.00

XIV. Asbestos Report

Report shall include information regarding asbestos presence. The report may include location, percentage, type, friability, and recommendations for abatement including encapsulation, removal or maintenance and operation program. Six (6) copies of the report shall be furnished at a rate to be paid as follows:

Certified Industrial Hygienist	Per Hour	\$210.00
Technician	Per Hour	\$100.00

XV. IBC Testing/Inspection

The Engineer shall provide testing/inspection services as authorized for such work as required by the IBC, Chapter 17, Section 1704 as follows:

Engineer	Per Hour	\$178.33
AWS Certified Welding Inspector	Per Hour	\$107.33
ICC Certified Inspector (Current certification must accompany each test)	Per Hour	\$105.00
Technician	Per Hour	\$71.08

XVI. Hourly Rates

A.	Resident Engineer	Per Hour	\$166.25
B.	Project Manager	Per Hour	\$130.75
C.	Technician	Per Hour	\$72.81

XVII. Hourly Rates

A.	Additional Compensation	Per Hour	x1.5 Multiplier
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CERTIFICATE OF LIABILITY INSURANCE

DATE ()
6/ Item 11.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Insurance Agency 3012 Ridge Road Suite 204 Rockwall, TX 75032 www.mclaughlin-ins.com	CONTACT NAME: Alyssa Denton PHONE (A/C, No. Ext): 469-941-4101 E-MAIL ADDRESS: alyssa@mclaughlin-ins.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Phoenix Insurance Company</td><td>NAIC # 25623</td></tr><tr><td>INSURER B: Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER C: Travelers Property Casualty Co of Amer</td><td>25674</td></tr><tr><td>INSURER D: Travelers Casualty Ins Co of America</td><td>19046</td></tr><tr><td>INSURER E: Travelers Casualty and Surety Co of Amer</td><td>31194</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Phoenix Insurance Company	NAIC # 25623	INSURER B: Charter Oak Fire Insurance Company	25615	INSURER C: Travelers Property Casualty Co of Amer	25674	INSURER D: Travelers Casualty Ins Co of America	19046	INSURER E: Travelers Casualty and Surety Co of Amer	31194	INSURER F:	
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INSURER E: Travelers Casualty and Surety Co of Amer	31194												
INSURER F:													
INSURED CEC Corporation 4555 W. Memorial Rd Oklahoma City OK 73142													

COVERAGES

CERTIFICATE NUMBER: 74762130

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	680-8W859405	6/8/2023	6/8/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Valuable Papers \$500,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	810-8W859510	6/8/2023	6/8/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP-8W860115	6/8/2023	6/8/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A	<input checked="" type="checkbox"/>	UB-8W859718	6/8/2023	6/8/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability		<input checked="" type="checkbox"/>	107269615	6/8/2023	6/8/2024	Per Claim \$5,000,000 Annual Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured(s) include: Certificate Holder per the above on the General Liability, Business Auto, and Umbrella Policies with Primary and Non-Contrib. status on the Gen. Liab. and Bus. Auto and Waiver of Subrog. on the Gen. Liab., Bus. Auto, Workers Comp. and Umb. policies of insured but only to the extent that the limits and forms are required to satisfy the terms of a written contract. Umb. Liability follows form. 30 day notice is in favor of the certificate holder. 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

Master Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff McLaughlin

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ACORD 25 (2016/03)

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CEC®

RESOLUTION

WHEREAS the Corporation desires to grant signing and authority to certain persons described hereunder; and

WHEREAS the Board of Directors deems it advisable and in the best interests of the Company to grant this signing and authority:

RESOLVED, that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to any one of the following persons:

Douglas C. Glenn, President
Juana M. Gomez, Chief Operating Officer
Craig T. Ireland, Chief Financial Officer and Corporate Treasurer
Steven P. Johnson, Chief Business Development Officer
Maria L. Wilson, Chief People Officer and Corporate Secretary

The forgoing signing and authority granted shall include, but shall not be limited to, the execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.

RESOLVED FURTHER, that the member of the CEC Corporation Management Team listed below (the "Manager"), an employee of the Corporation, is hereby fully authorized and empowered to negotiate and agree to project contracts, work orders, change orders, permit applications, purchase orders, surveys, proposals, and CAP forms and to execute and deliver any and all written instruments necessary or proper to effectuate the authority hereby conferred; and further, the authority hereby conferred shall terminate on May 8, 2024, unless rescinded by Board action prior to that date.

RESOLVED FURTHER, that notwithstanding any other provision hereof, the Manager shall have no authority to do the following acts: (a) sell, assign, transfer, or encumber any interest in real property or other asset of the Corporation; (b) admit a person as a shareholder of the Corporation; (c) borrow money; (d) enter into any contract which is not terminable at will, involving an anticipated total expenditure of over \$250,000; and (e) compromise any claim by or against the Corporation over \$5,000.

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**PROJECT CONTRACTS, WORK ORDERS, CHANGE ORDERS, PERMIT APPLICATIONS,
PURCHASE ORDERS, SURVEYS, PROPOSALS, CAP FORMS**

Practice Leaders

J. Taylor Barnes	\$250,000
Andy Blankenship	\$250,000
Joshua Black	\$250,000
Matthew George	\$250,000
Erica Jones	\$250,000
Russell Steel	\$250,000

Department Managers

Joel Blair	\$50,000
Austin Burton	\$50,000
Luke Counts	\$50,000
Bartley Estes	\$50,000
Aaron Finley	\$50,000
Chad Grinsteiner	\$50,000
Shannon Hanks	\$50,000
Felicia Jackson	\$50,000
Stephen King	\$50,000
Sam McGee	\$50,000
Kyle Morse	\$50,000
Will Nedbalek	\$50,000
Andrew Pritchard	\$50,000
Christina Pullampally	\$50,000
Paul Riess	\$50,000
Chris Snider	\$50,000
Ethan York	\$50,000

Practice Leaders may sign Open-Ended/Master Service Agreement contracts that meet CEC Standard Terms and Conditions. Open-Ended/Master Service Agreement contracts that do not meet CEC Standard Terms and Conditions must be signed by an Officer.

This space intentionally left blank.

SINGLE PURCHASE THRESHOLDS

Practice Leaders, Market Leaders, and Department Managers are not authorized to execute contracts that are not project related (e.g., venue rentals, equipment purchases, etc.) unless they are below the following single purchase threshold limits and have been reviewed by CEC Contracts Administration staff.

Practice and Market Leaders

J. Taylor Barnes	\$5,000
Joshua Black	\$5,000
Andy Blankenship	\$5,000
Geoff Covalt	\$5,000
Joshua Dougherty	\$5,000
Lisa Marie Gala	\$5,000
Matthew George	\$5,000
Erica Jones	\$5,000
Randall Knowles	\$5,000
Cassie Reese Tipton	\$5,000
Russell Steel	\$5,000

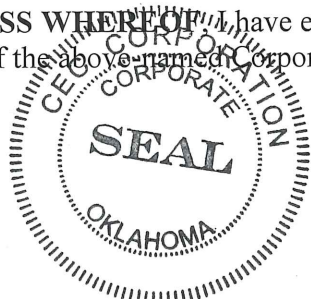
Department Managers

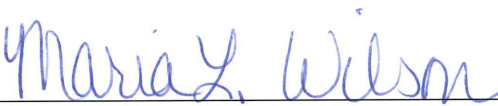
Joel Blair	\$2,500
Austin Burton	\$2,500
Luke Counts	\$2,500
Mario Cruz	\$2,500
Bartley Estes	\$2,500
Lauren Finch	\$2,500
Aaron Finley	\$2,500
Chad Grinsteiner	\$2,500
Shannon Hanks	\$2,500
Becky Heilaman	\$2,500
Felicia Jackson	\$2,500
Stephen King	\$2,500
Sam McGee	\$2,500
Kyle Morse	\$2,500
Will Nedbalek	\$2,500
Andrew Pritchard	\$2,500
Christina Pullampally	\$2,500
Paul Riess	\$2,500
Chris Snider	\$2,500
Amber Steel	\$2,500
Braxton Stewart	\$2,500
Ethan York	\$2,500

All credit card purchases, excluding vehicle fuel, must be approved by a Department Manager or above. Routine or recurring computer equipment and software purchases in excess of the above stated limit may be approved by the Information Services Director. The appropriate Lab Manager may approve fuel and routine vehicular maintenance purchases.

The undersigned hereby certifies that she is the duly elected and qualified Corporate Secretary and the custodian of the books and records and seal of CEC Corporation, a corporation duly formed pursuant to the laws of the State of Oklahoma and that the forgoing is a true record of a Resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named corporation on November 8, 2023, and that said Resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Corporate Secretary and hereunto affixed the corporate seal of the above-named Corporation this 8th day of November 2023.




Maria L. Wilson, Corporate Secretary

File Attachments for Item:

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-138: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND ENGINEERING SERVICES AND TESTING FOR ON-CALL CONSTRUCTION TESTING SERVICES (EST).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/13/2024

REQUESTER: Chris A. Smith, Construction Manager

PRESENTER: Scott Sturtz, Interim Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-138: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, NORMAN MUNICIPAL AUTHORITY, AND NORMAN UTILITIES AUTHORITY AND ENGINEERING SERVICES AND TESTING FOR ON-CALL CONSTRUCTION TESTING SERVICES (EST).

BACKGROUND:

The City of Norman utilizes various engineering firms for a variety of construction testing services utilizing existing on-call contracts. Construction testing services include soil density test, concrete strength tests, asphalt material analyses, etc. City Staff prepare an on-call testing solicitation every three (3) to five (5) years to ensure we have qualified consultants' on-call to perform the necessary tests we require on our various City projects.

The proposed agenda item is for a new on-call testing contract with Engineering Services and Testing (EST).

DISCUSSION:

The Engineering Division of the Public Works Department issued Request for Qualifications RFQ-2223-50 to numerous engineering testing firms in October 2023 to solicit new on-call contracts for construction testing services to be utilized as needed for City construction projects.

The Engineering Division received ten (10) proposals. The selection committee included three (3) staff members consisting of Chris A. Smith, Construction Manager; Steve Guizzo, Engineering Assistant; Terry Graven, Utilities Inspector; and two (2) private citizens including Harry Fritzler, retired resident of Norman, Oklahoma and Jason Taylor, resident of Norman, Oklahoma. Each committee member independently scored each proposal on a point scale as defined in the Request for Proposal. The six (6) highest ranked firms that City staff selected to enter into on-call testing agreements include: Engineering Services & Testing, Inc. (EST), Olsson Engineering, Benchmark Engineering, GEOCAL Engineering, Burgess Engineering & Testing and CEC Engineering.

Once the firms were selected based on qualifications, unit pricing for each test on the City's Master Testing List was requested. City staff compiled this information and developed an average price for each item. All six (6) selected engineering firms reviewed the average pricing and agreed to accept these prices for billing purposes. As a result, regardless of the company performing the test, it will cost the City the same amount. Once these on-call testing agreements are approved, City staff will begin assigning testing responsibilities by project to the new and existing testing firms. This will allow staff to distribute the workload fairly and evenly, as needed. Each contract is for a period of three (3) years with the option for two (2) contract renewals each for a period of one (1) year for a maximum contract length of five (5) years. The contract language allows for a rate adjustment based on the current inflation rate at the end of the first three (3) years.

Funding for these services are budgeted in the respective project accounts and charged at the unit rates identified in the contract, on an as-needed basis.

RECOMMENDATION:

Staff recommends approval of Contract K-2324-138 with Engineering Services and Testing (EST) for construction testing services.

CONTRACT FOR ON-CALL CONSTRUCTION TESTING SERVICES

This contract for on-call construction testing services ("Contract") is entered into this ____ day of _____, 20__, by and between the City of Norman (a municipal corporation) ("City"), and its successors in interest, the Norman Utilities Authority ("NUA") and Norman Municipal Authority ("NMA"), referred to collectively as ("Owner") and _____ ("Consultant").

WITNESSETH:

CONTRACT NO. K-2324-138 ON-CALL CONSTRUCTION TESTING SERVICES

WHEREAS, the Owner requires the services of a Construction Testing Consultant to perform services in connection with miscellaneous City wide projects; and

WHEREAS, the Construction Testing Consultant will provide services for these projects in accordance with this Contract; and

WHEREAS, it is the intent of the Owner to utilize the services contained in this Contract on an as-needed basis for a period of three (3) years with the option for two (2) contract renewals each with a period of one (1) year for a contract length of five (5) years or longer as needed to complete any work started in the time frame from the date of the original Contract; However, the Owner reserves the right to terminate this Contract prior to the completion of the contract term at their convenience; and

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the following:

1. Definitions. All items and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the contract clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:

- | | |
|----------------------------|---|
| A. <i>Owner</i> | City of Norman, OK, and/or Norman Utilities Authority and/or Norman Municipal Authority as it applies to the specific project for which services are rendered. |
| B. <i>Engineer</i> | The officer or/agent of the Owner in charge of overseeing the specific project for which services are be rendered. |
| C. <i>Term of Contract</i> | This Contract on an as-needed basis for a period of three (3) years with the option for two (2) contract renewals each with a period of one (1) year for a contract length of five (5) years or longer as needed to |

complete any work started during the contract term.

2. Basic Services. The Construction Testing Consultant is hereby engaged and employed by the City to perform in accordance with good construction testing practices and in the best interest of the Owner, and to provide all labor, tools, equipment and materials necessary to perform all the work as set out herein. The selected consultant(s) will perform construction testing activities during upcoming construction projects. The Consultant shall ensure all testing work is completed under the supervision of Oklahoma registered professional engineers and in accordance with the applicable ASTM, AASHTO, or ODOT standards and the requirements of the City of Norman.

A. The Consultant's scope of work is anticipated to include, but is not limited to, the following activities:

- 1) Coordinate and schedule testing activities with the Owner/design engineer to ensure the prime contractor is not delayed in the performance of the construction. Promptly communicate any problems anticipated or encountered.
- 2) Meet with staff for project discussions, coordination, and presentations as required.
- 3) Prior to initiation of the work, Consultant's employees will attend health and safety meetings if required by the Contractor.
- 4) Provide adequate materials, labor and equipment to perform the work in a timely manner.
- 5) A list of proposed testing services is included in **Attachment A**. The City may allow alternate test methodologies upon written approval. Submit, in a timely manner, two copies of testing results to City of Norman. Provide one additional copy to both the design engineer and prime contractor.
- 6) Results must be certified by an Oklahoma Registered Professional Engineer. Test reports must indicate whether the material tested meets (passes or fails) the Construction Specifications provided by the City of Norman.
- 7) Negotiated unit prices will include all costs of performing the laboratory testing work (labor, equipment, storage, etc.) and reporting in the unit price for each test. Charges other than the unit prices defined in the contract will not be accepted for payment. Unit prices defined in the contract will remain the same throughout the term of the agreement.
- 8) One mobilization per day, for all purchase orders combined, will be allowed, unless otherwise approved by the City's Project Manager in advance. Per diem, mileage, etc. must be included in the mobilization rate.
- 9) Hourly rates for professional engineer, project manager and field technician will be included. All costs of their services (labor, equipment, etc) will be included in the hourly rate. Unit prices defined in the contract will remain the same throughout the term of the agreement.

B. Changes in Work

- 1) In any case where the Construction Testing Consultant believes additional compensation and/or time is due for work and services not clearly covered by a project-specific work order, the Construction Testing Consultant shall promptly notify the Owner in writing of its intention to negotiate for such additional compensation and/or time. The Construction Testing Consultant shall give this

notice prior to exceeding work order compensation and/or time limits. If such notification is not given, no claim for such extra compensation and/or time will be considered. Such notice by the Construction Testing Consultant shall not in any way be construed as proving the validity of the claim. The claim must be approved by the Owner. In such case where the claim is found to be just, it shall be allowed and paid as Extra Work in accordance with the Compensation paragraph of this Contract and unit rates specifically identified therein.

- 2) Exhaustion of the administrative procedure outlined herein above is a prerequisite of and not a substitute for the right of judicial review of the dispute.
3. Work Order. A project-specific work order for each construction testing project will be provided to the Construction Testing Consultant by the Owner, with an estimated number of tests to be performed. The services of the Construction Testing Consultant are to commence upon the date set out in the work order and be completed in the number of mutually agreed upon number of calendar days. If the Construction Testing Consultant cannot perform the work and/or services within the time provided, and upon the submission by the Construction Testing Consultant of a request in writing to the Owner, indicating the length of extension required to perform a task, the Owner may grant a reasonable extension time. The request from the Construction Testing Consultant shall state the reason for the extension request, along with evidence showing that the Construction Testing Consultant is unable to complete this work in the time specified in the work order for reasons beyond its control. The Construction Testing Consultant is prohibited from claiming damages for delays and extensions of time.
4. No Extra Work. No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the Owner unless such work or service is first approved in writing by the Owner.
5. Compensation. Under the terms of this Contract, the Construction Testing Consultant agrees to perform the work described in the Basic Services scope of work, and the Owner agrees to pay the Construction Testing Consultant as compensation for professional services described therein at the unit rates included in Attachment A.
6. Payments.
 - A. Invoices shall be submitted monthly. The Consultant will submit an itemized invoice for Purchase Orders individually, no more frequently than monthly, to the requesting Project Manager, and the Owner will pay the Consultant based on the work completed that period. Payment will be based on the unit prices negotiated with the Consultant. Invoices shall state actual tests performed or actual time expended on services performed by the Construction Testing Consultant and shall meet the standards of quality as established under this Contract. The Owner agrees to pay the Construction Testing Consultant, as compensation for such testing services as listed herein in accordance with the unit rate schedule outlined in Attachment A to this Contract. Invoices shall be prepared and submitted by the Construction Testing Consultant and be accompanied by all supporting data required by the Owner. Payment of any invoice for any work or services may not be deemed to be recognition of satisfactory

performance of said work or services or a waiver of any right of the Owner or any obligation of the Construction Testing Consultant should it be determined later that said work or services were negligently performed or provided or were not performed or provided in accordance with the standards required by this Contract.

- B. Claims over \$12,500 require an Invoice Affidavit in accordance with state law. The Owner will review the invoice for payment. Should the Owner question or request additional documentation or disapprove all or a portion of any invoice, the Construction Testing Consultant will be notified so that it may provide additional documentation sufficient to permit the invoice to be paid, in whole or in part.

7. Indemnity. To the fullest extent permitted by law, the Construction Testing Consultant agrees to release, defend, indemnify and save harmless the Owner, their officers, agents and employees, from and against any and all loss of damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, cost, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Construction Testing Consultant's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Construction Testing Consultant's negligent use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Construction Testing Consultant's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Construction Testing Consultant shall promptly advise the Owner in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Construction Testing Consultant, at its expense, shall assume the defense of the Owner, with counsel satisfactory to the Owner. This section shall survive the expiration of the Contract. Provided, however, the Construction Testing Consultant needs not release, defend, indemnify or save harmless the Owner and or their officers, agents and employees, from damages or injuries resulting from the negligence of the Owner, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions thereof.
8. Insurance. Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to the Owner and any participating public trust.
- A. During the term of the Contract, the Construction Testing Consultant shall provide, pay for, and maintain with companies satisfactory to the Owner and any participating public trust, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Oklahoma. All liability policies (except professional liability policies) shall provide that the Owner and any participating public trust are named additional insured as to the operations of the Construction Testing Consultant under this Contract and shall also provide the following Severability of Interest Provision:

“With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.”

- B. Promptly after notice of award of this Contract, the insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on the forms acceptable to the Owner. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the Owner. The required policies of insurance shall be performable in Norman, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.
- C. No less than thirty (30) days prior written notice by registered or certified mail shall be given to the Owner of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Construction Testing Consultant shall immediately notify the Owner and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the Owner requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Construction Testing Consultant hereby agrees to promptly authorize and have delivered to the Owner such statement. The Construction Testing Consultant authorizes the Owner to confirm all information so furnished as to the Construction Testing Consultant's compliance with its bonds and insurance requirements, the Construction Testing Consultant's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Construction Testing Consultant shall be primary to any insurance or self-insurance program carried by the Owner.
- D. No work or occupancy of the premises shall commence at the site unless and until the required certificates of insurance are provided and in effect and the written notice to proceed is issued to the Construction Testing Consultant by the Owner.
- E. The insurance coverage and limits required of the Construction Testing Consultant under this Contract are designed to meet the minimum requirements of the Owner. Such coverage and limits are not designed as a recommended insurance program for the Construction Testing Consultant. The Construction Testing Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Construction Testing Consultant have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, the Construction Testing Consultant should seek professional assistance.
- F. The Construction Testing Consultant shall provide the Owner the following insurance:
 - (1) Worker's compensation and employer's liability. The Construction Testing Consultant shall maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the State of Oklahoma and employer's liability insurance in an amount not less than One Hundred

Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the project, and in case any work is subcontracted, the Construction Testing Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Construction Testing Consultant. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Construction Testing Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.

- (2) Commercial general liability insurance. The Construction Testing Consultant shall maintain during the term of the Contract sufficient commercial general liability insurance to protect the Construction Testing Consultant and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the Construction Testing Consultant or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the Owner's maximum liability under the Government Tort Claims Act, 51 O.S. § 151 et seq., as amended from time to time and currently are:
- a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - b. All other liability in an amount of not less than One Hundred Twenty Five Thousand Dollars (\$125,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
 - c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.
- Note: If commercial general liability coverage is written in a "claims-made" form, the Construction Testing Consultant shall also provide tail coverage that extends a minimum of one year from the expiration of this Contract.
- (3) Automobile liability insurance shall be maintained by the Construction Testing Consultant as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	\$125,000.00	Limit each person
	\$1,000,000.00	Limit each accident
Property damage liability	\$25,000.00	Limit each accident
	or	
Bodily injury and Property damage	\$1,000,000.00	Combined single limit each accident

- (4) Valuable paper insurance in an amount not less than \$25,000.00 to assure the restoration, in the event of their loss or destruction, of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (hereinafter collectively referred to as “documents”) obtained or prepared as a part of this Contract and the delivery of said documents to the Owner upon completion, expiration, cancellation or termination of this Contract. The Owner is to be named as loss payee for its interest only.
- (5) Professional liability insurance. Before this Contract may become effective, the Construction Testing Consultant shall provide the Owner with a certificate of insurance evidencing the Construction Testing Consultant’s coverage under a Professional Liability Insurance Policy in an amount not less than \$125,000.00 aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of any project where services are rendered under this contract.
- (6) Any lapse of insurance coverage is declared a breach of this Contract. The Owner may, at its option, suspend this Contract until there is full compliance with this paragraph “Insurance” or terminate this Contract for nonperformance.
9. Guarantees of Work. It is possible that more than one consultant will be selected to perform testing services. This Contract will not be a guarantee of work. A different consultant may be used for a specific project if it is deemed to be in the Owner’s best interest.
10. Notices. All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the Owner:

The City of Norman
225 N. Webster Ave.
P.O. Box 370
Norman, Oklahoma 73069

Address shall include specific Attn: to the Department and person representing the Owner as overseeing the specific Owner project for which services are being rendered,

telephone numbers and FAX number shall also be to the specific department and person for which services are being rendered.

To the Construction Testing Consultant:

201 Industrial Blvd

Moore , OK 73160

405-912-8378 405-802-9770

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

11. Stop Work. Upon notice to the Construction Testing Consultant, the Owner may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspended any of the required provisions of paragraph 7 ,“Indemnity” and/or 8, “Insurance” of this Contract. In the event the Owner issues a stop work order to the Construction Testing Consultant, the Owner will provide a copy of such stop work order to the contractor.
12. Compliance with Laws, Ordinances, Specifications and Regulations. The Construction Testing Consultant shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.
13. Records and Accounts. During the term of this Contract and continuing for a period the longer of 1) five (5) years after the final acceptance of the last completed project under this Contract by the Owner, or 2) until the final resolution of any outstanding disputes between the Owner and the Construction Testing Consultant or the contractor(s) on the project, the Construction Testing Consultant shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photograph, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the Owner subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract.

The Construction Testing Consultant must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Construction Testing Consultant shall permit periodic audits by the Owner and the Owner’s authorized representative. The periodic audit of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the Owner and Construction Testing Consultant. Agreement as to the time and place for audits may not be unreasonable withheld.
14. Reporting to the Owner. The Construction Testing Consultant shall report to the Owner on a regular monthly basis and on an as needed basis.
15. Prohibition Against Collusion. The Construction Testing Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely

for the Construction Testing Consultant to solicit or secure this Contract. The Construction Testing Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Testing Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

16. Ownership of Documents. All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, surveys results, plans and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the Owner and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Construction Testing Consultant. Reuse of said documents by the Owner shall be at the Owner's risk and responsibility and not that of the Construction Testing Consultant. The parties may use any portions of said documents at their own risk and responsibility.
17. Standard of Care. In providing the work and services herein, the Construction Testing Consultant shall maintain during the course of this Contract the standard of reasonable care, skill, diligence and professional competency for such work and/or services. The Construction Testing Consultant agrees to require all of its consultants, by the terms of its consultant's contracts, to provide services at the same standards of reasonable care, skill, diligence and professional competence required of the Construction Testing Consultant.
18. Subconsultants. The Construction Testing Consultant agrees to submit for approval by the Owner, prior to their engagement, a list of any subconsultants or subcontractors the Construction Testing Consultant intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonable withheld. The Construction Testing Consultant shall notify the Owner and seek pre-approval of any substitutions or changes in subconsultants or subcontractors.
19. Non-discrimination. In connection with the performance of work and/or services under this Contract the Construction Testing Consultant agrees as follows:
 - A. The Construction Testing Consultant agrees that it, or any of its subcontractors, will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.
 - B. In the event of the Construction Testing Consultant's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled or terminated by the Owner. The Construction Testing Consultant may be declared by the Owner ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Construction Testing Consultant.
 - C. The Construction Testing Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract.

20. Assignment. Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Construction Testing Consultant to provide professional and personal services to the Owner, the parties agree that the Construction Testing Consultant may not assign its obligations, rights or interest in this Contract except as set forth in paragraph 21, "Termination for Default" subparagraph B.
21. Termination for Default. Either party may cancel this Contract in whole or in part, for failure of the other party to fulfill or promptly fulfill its obligations under this Contract, as follows:
- A. After due notice of the default and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination.
 - B. If this Contract is terminated by reason of a default of the Construction Testing Consultant prior to the completion of this project, regardless of the reason for said termination, the Construction Testing Consultant shall immediately assign to the Owner any contracts and/or agreements relative to this project entered into between the Construction Testing Consultant and its subcontractors and subconsultants, as the Owner may designate in writing and with the consent of the subcontractors and subconsultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the Owner, the Owner shall only be required to compensate such subcontractors and subconsultants for compensation accruing to such parties under the terms of their agreements with the Construction Testing Consultant from and after the date of such assignment to and acceptance by the Owner. All sums claimed by such Construction Testing Consultant to be due and owing for services performed prior to such assignment and acceptance by the Owner shall constitute a debt between the Construction Testing Consultant and affected subcontractors and subconsultants, and the Owner shall in no way be deemed liable for such sums. The Construction Testing Consultant shall include this provision and the Owner's rights and obligations hereunder in all agreements or contract entered into with the Construction Testing Consultant's subcontractors and subconsultants.
 - C. Termination herein shall not terminate or suspend any of the required provisions of the paragraph 7, "Indemnity" or 8, "Insurance" of this Contract.
22. Termination for Convenience. The Owner may terminate this Contract, in whole or in part, for the Owner's convenience. The Owner may terminate by delivery of a notice to the Construction Testing Consultant, pursuant to paragraph "Notices" herein.
- A. Upon receipt of the notice of termination, the Construction Testing Consultant shall:
 - (1) immediately discontinue all work and services affected, unless the notice directs otherwise; and
 - (2) upon payment for work performed, deliver to the Owner all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete, unless the notice directs otherwise.

- B. Upon termination for the convenience by the Owner, the Owner shall pay the Construction Testing Consultant for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract and as further limited by the not-to-exceed amounts set out in this Contract.
 - C. The rights and remedies of the Owner provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.
 - D. Termination herein shall not terminate or suspend any of the required provisions of paragraph 7, "Indemnity" or 8, "Insurance" of this Contract
23. Time Is of the Essence. Both the Owner and the Construction Testing Consultant expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the Owner to timely object to the time of performance shall not waive any right of the Owner to object at a later time.
24. No Damage for Delay. No payment, compensation or adjustment of any kind (other than an approved extension time) shall be made to the Construction Testing Consultant for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable. The Construction Testing Consultant agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.
25. Local Business Utilization Report. The Construction Testing Consultant agrees to submit a Local Business Utilization ("LBU") Report to the Owner upon request within fourteen (14) days from the date of this Contract, to include the following information:
- A. A list identifying each of its subcontractors and subconsultants;
 - B. The location of the principal of business of each subconsultant or subcontractor;
 - C. The status of each subconsultant or subcontractor as local, small, disadvantaged, minority or otherwise;
 - D. The general scope of work to be performed by each subconsultant or subcontractor; and
 - E. The dollar amount of each subcontract.
26. Severability. If any provision of this Contract is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
27. Entire Agreement. This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the Owner and the Construction Testing Consultant concerning the Contract. Neither the Owner nor the Construction Testing Consultant has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.

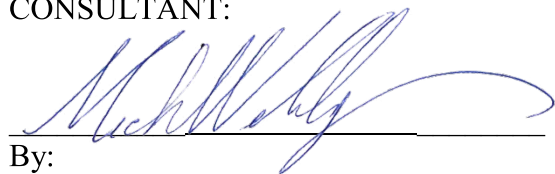
28. Amendment. This Contract may be modified only by a written amendment of subsequent date hereto approved by the Owner and the Construction Testing Consultant's scope of work is increased or changed so as to materially increase the need for right-of-way acquisition services in excess of the not-to-exceed total compensation, the Construction Testing Consultant may seek to amend this Contract.
29. Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
30. Descriptive Headings. The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this Contract.
31. Construction and Enforcement. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
32. Survival of Representations. All representations and covenants of the parties shall survive the expiration of the Contract.
33. Parties Bound. This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
34. Governing Law; Venue. This Contract shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Contract shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
35. Effective Date. The effective date of this Contract shall be the date of execution of this Contract by the Owner.
36. Renewal. Unless written notification of termination or renegotiations of any or all portions of this Contract, including unit costs, is given by the Owner or the Construction Testing Consultant at least sixty (60) days prior to the expiration date of this Contract, the contract shall be renewed and provisions thereof shall continue in full force and effect for a twelve (12) month period, with automatic renewal to apply to each successive twelve month period thereafter, not to exceed the contract term described in paragraph 1, "Definitions" Subparagraph C. At each renewal, unit prices will be adjusted by Consumer Price Index for the preceding twelve (12) months. To this end, no provision of this Contract, or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the Owner to third persons, including, by way of illustration, but not exclusion, sureties upon performance bond, payment bonds, or other bonds, assignees of the Construction Testing Consultant, subcontractors, and persons performing labor, furnishing material or in any way contributing or assisting in the performance of obligations by the

Construction Testing Consultant; nor shall any provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the Owner or in any way to restrict the freedom of the Owner to exercise full discretion in its dealings with the Construction Testing Consultant.

[Signatures on following page]

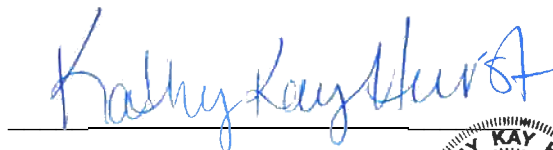
In Witness Whereof, this Contract was approved and executed by all parties hereto this 8 day of February, 2024.

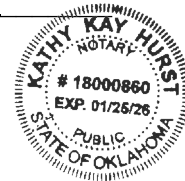
CONSULTANT:



By:
Title:

ATTEST:





CITY OF NORMAN/NORMAN UTILITIES AUTHORITY/NORMAN MUNICIPAL
AUTHORITY (Owner):

Approved as to form and legality this _____ day of _____, 2024.

City Attorney

Approved by the Council of the City of Norman, this _____ day of _____, 2024.

ATTEST:

City Clerk

Mayor/Chairman

ATTACHMENT A
TESTING WORK SCOPE and FEE SCHEDULE

I.	Mobilization (Technician – see Sec VIII for soil sampling mobe)	Per Trip	\$61.67
II.	Aggregate Testing		
A.	<u>Concrete Coarse Aggregates</u>		
1.	Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)	Per Test	\$266.25
2.	Specific Gravity and Absorption, AASHTO T85 or ASTM C127	Per Test	\$98.33
3.	Sodium or Magnesium Sulfate ASTM C88 or AASHTO T104	Per Test	\$251.92
a.	Per Additional Cycle	Per Cycle	\$60.50
b.	Plus preparation of Sample From Crushed Material	Per Sample	\$116.67
4.	Freeze Thaw Soundness Tests (5 Cycles) AASHTO T103	Per Test	\$292.88
a.	Per Additional Cycle	Per Cycle	\$45.75
b.	Plus preparation of Sample From Crushed Material	Per Sample	\$57.50
5.	Sieve Analysis (Includes 200 sieve ASTM C-136 and C-117)	Per Test	\$98.33
6.	Specific Gravity and Absorption AASHTO T85 or ASTM C127	Per Test	\$98.33
B.	<u>Concrete Fine Aggregates</u>		
1.	Sieve Analysis (Includes 200 sieve) ASTM C-136 and C-117	Per Test	\$85.00
2.	Fineness Modulus (Calculation Only)	Per Test	\$20.56
3.	Soundness, Sodium or Magnesium ASTM C88 or AASHTO T104		
	Sulfate (1 to 5 Cycles)	Per Test	\$252.50
a.	Additional Cycles over 5	Per Cycle	\$63.75
b.	Plus Preparation of Sample From Crushed Material	Per Cycle	\$85.00
4.	Specific Gravity	Per Test	\$108.75
5.	Absorption	Per Test	\$87.50
C.	<u>Miscellaneous Aggregates</u>		
	Unit prices will correspond to those prices listed under Concrete Aggregates.		
III.	Asphalt Concrete and Hot Sand Asphalt Base		
A.	Cutting cores, 8" thickness or less AASHTO T168		
1.	1 to 3 Cores	Per Core	\$68.25
2.	4 to More	Per Core	\$58.75
3.	Each Additional Inch over 8"	Per Inch	\$7.56
4.	9-point length measurement of core	Per Core	\$31.75
5.	Patching Core Hole (if required)	Per Hole	\$21.19
B.	Extraction and Gradation OHD L-26, AASHTO T308 & T30		
1.	Ignition Oven Method	Per Test	\$229.00
C.	Asphalt Field Density Test OHD L-14, AASHTO T166		
1.	Cut-Out Method (Set of 3 cores)	Per set	\$143.83
2.	Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
a.	2 Test Minimum, Per Trip	Per Test	\$55.75
b.	3 or More Tests, Per Trip	Per Test	\$45.00

D.	Marshall Stability (3 Samples per Set, Includes Sample Pick-Up)	Per Set	\$266.83
E.	HVEEM (3 Samples per Set, Includes Sample Pick-Up)	Per Set	\$184.33
F.	Sand Equivalent	Per Test	\$97.50
G.	Specific Gravity (Rice Method)	Per Test	\$115.67
H.	Retained Strength (Mix Design)	Per Test	\$565.00
I.	Superpave Gyratory Compactor, AASHTO T312 (2 Samples per set, Includes Sample Pick Up)	Per Test	\$200.67

IV. Base Course Testing

A.	Abrasion, Los Angeles, AASHTO T96-77 (Including preparation of sample from crushed material)	Per Test	\$266.25
B.	Field Density Test AASHTO T-310		
1.	Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
a.	2 Test Minimum, Per Trip	Per Test	\$55.00
b.	3 or More Tests, Per Trip	Per Test	\$49.50
C.	Atterberg Limits (LL, PL, and PI)	Per Test	\$81.50
D.	Proctor Test, ASTM D-698 or AASHTO T-99 (Standard Method)		
1.	Method "A" to include sampling	Per Test	\$256.25
2.	Method "B" to include sampling	Per Test	\$256.25
3.	Method "C" to include sampling	Per Test	\$265.00
E.	Proctor Test, ASTM D-1557 or AASHTO T-180 (Modified Method)		
3.	Method "D" to include sampling	Per Test	\$277.06
F.	Sieve Analysis (Includes 200 sieve) AASHTO T-27	Per Test	\$99.13

V. Concrete

A.	Concrete Beams, Furnishing Molds, Making Beams, Measuring Slump, Air Entrain and Transporting (number based on project-specific requirements) Beams (3 or more)	Per Set	\$145.00
	Additional Beams	Per trip	\$38.94
B.	Concrete Beams, Storing and Testing	Per Beam	\$38.25
C.	Cores, 8 Inch Thickness or Less		
1.	Each additional inch over 8 inches	Per Inch	\$9.25
2.	One Core	Per Core	\$103.19
3.	Two or More Cores	Per Core	\$71.31
4.	9-point length measurement of core	Per Core	\$38.00
5.	Patching Core Hole (if required)	Per Hole	\$19.56
D.	Concrete Cylinder, Making, Furnishing Molds and transporting; shall also include Air Entertainment and Slump Test		
1.	Four 6"x12" Cylinders	Per Cylinder	\$32.00
2.	Five 4"x8" Cylinders	Per Cylinder	\$25.40
E.	Concrete Cylinder, Storing and Testing		
1.	6"x12" cylinder	Per Cylinder	\$19.50
2.	4"x8" cylinder	Per Cylinder	\$17.25

Note: Payment for pick up of cylinders outside normal working hours or for unusual circumstances will be made when prior authorization is obtained from the City Engineer; however, cylinders made on Friday, which require pick up on Saturdays or Sundays, are assumed to have prior authorization from the City Engineer. (See testing item XV.C. for specific rate to be claimed for "additional compensation" outside normal duty hours.)

F.	Compressive Strength, Concrete Cores (4" min diameter)	Each	\$31.13
G.	Trim Concrete Cores for Compressive Strength Testing:		
1.	One end		\$17.75

	2. Both ends		\$22.08
I.	Concrete Laboratory Trial Batch, Including 4 Test Cylinders	Per Design	\$826.67
	1. Slump additional test	Per Test	\$32.88
	2. Air entertainment additional test	Per Test	\$41.44
J.	Flowable Fill (Cement Grout)	Per Cylinder	\$41.88
K.	Flowable Fill (Set of 3 cylinders plus flow test)	Per Test	\$88.75
L.	Mortar Compressive Strength Testing (Set of 3 cubes)	Per Test	\$106.19
M.	Grout Compressive Strength Testing (Set of 3 prisms)	Per Test	\$117.13

Note: Casting of Beams and Cylinders to include slump and air content when required

VI. Metallic Materials

A.	Billet Steel Bars for Concrete Reinforcement Bend and Tensile Test	Per Test	\$200.00
B.	Structural Steel		
	1. Shop Inspection (only) (AWS/CWI)#1	Per Hour	\$104.50
	2. Field Inspection (AWS/CWI)#1	Per Hour	\$108.00
	3. Ultrasonic (Man/Equipment)	Per Hour	\$114.50
	4. Mag or Penetrant (Inspector)	Per Hour	\$112.00
	5. Shear Stud Bend Test	Per Hour	\$98.25
	6. Turn-of-Nut Tightening Test	Per Hour	\$98.25

VII. Pipe Inspection

A.	Concrete Pipe Inspection, Any Size	Per Hour	\$115.75
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VIII. Soil Testing

A.	California Bearing Ratio, ASTM D1883	Per Test	\$318.75
B.	Classification		
	1. ASTM 2488 and OSI	Per Sample	\$156.75
	2. ASTM 2487 Visual	Per Hour	\$98.44
C.	Field Density Test		
	1. Sand Cone Densimeter Test	Per Test	\$101.67
	2. Nuclear Moisture/Density Gauge (2 Test Minimum) ***		
	a. 2 Test Minimum, Per Trip	Per Test	\$55.00
	b. 3 or More Tests, Per Trip	Per Test	\$49.50

***All Nuclear Moisture/Density Gauges used under the control or direction of the City shall be inspected daily to ensure the device is within the manufacturer's specified tolerances for moisture and density calibrations and that each gauge be calibrated and certified in accordance with the provisions of ASTM and AASHTO. Nuclear Moisture/Density Gauges are to be inspected, calibrated and certified yearly by the manufacturer or an approved independent certification service. Said certification is to be accompanied by the operating technician's certification and the laboratory's NRC license and delivered to the City Engineer. In addition, a semiannual report shall be provided by the Testing Engineer showing calibrations and any adjustments made.

D.	Field Soil Resistivity (To include 3 locations)	Per Test	\$205.00
	1. Each additional location over 3 locations	Per Sample	\$65.38
	2. Laboratory Soil Resistivity Test	Per Test	\$91.50
E.	pH Test	Per Test	\$48.58
F.	Electro-conductivity Test	Per Test	\$110.00
G.	Atterberg Limits (LL, PL, and PI)	Per Test	\$88.00
H.	Proctor Tests (See listing under Base Course)	Per Test	\$257.50
I.	Moisture determination only	Per Test	\$15.31
J.	Volumetric Density	Per Test	\$33.63
K.	Test Borings, Soil Bearing Tests	Per Test	\$10.75

1.	Test Boring, Soil	Per Foot	\$15.88
2.	Test Boring, Sandstone, Limestone or Shale	Per Foot	\$30.06
3.	Coring Sandstone, Limestone or Shale	Per Foot	\$59.25
4.	Penetration Tests	Per Test	\$33.08
5.	Mobilization Charge		\$50.00
6.	Soil Boring Grouting (including preparation and submittal of well boring logs) in Accordance with Oklahoma Water Resources Board Regulations	Per Project Plus \$3.00/foot of grouted length	\$85.00
L.	Unconfined Compressive Strength	Per Sample	\$78.75
M.	Soil-Cement Stabilized Base Field Density	Per Sample	\$51.42
N.	Soil-Lime Stabilized Base Field Density	Per Sample	\$51.42
O.	One-dimensional Swell Test, Potential Vertical Rise (PVR), ASTM 4546 Method B	Per Test	\$398.19
P.	Consolidation, ASTM D2435	Per Test	\$481.25
Q.	Permeability	Per Test	\$361.25
R.	Sampling (Shelby Tube samples)	Per Test	\$39.50
S.	Pressure Meter Test (3 Test Minimum per Boring)	Per Test	\$956.67
T.	Sieve Analysis (includes 200 sieve)	Per Test	\$67.06
U.	Soluble Sulfate Testing (OHD L-49)	Per Test	\$51.67

IX. Soil Modified Base Course, Design

Sub-items A, B, and C each include Atterberg limits, sieve analysis, Proctor, and three strength tests on laboratory-molded, cured, and conditioned test specimens. Sub-item B also includes the test under sub-item D; lime pre-treatment requires both items C and D.

A.	Cement Required, P.C.A., Short Method		
	Gradation and Compressive Strength	Per Design	\$687.50
B.	Soil-Lime, Lime Assoc. Method	Per Design	\$762.33
C.	pH Method	Per Design	\$287.42
D.	Available Ca(OH) ₂ (Rapid Sugar)	Per Test	\$225.00
E.	Fineness Test (Sieve Analysis)	Per Test	\$85.25
F.	Pulverization Test (Cement or Lime Modified Soil)	Per Test	\$100.00
G.	Soil-Fly Ash or soil-CKD, CBR Method	Per Test	\$961.67

X. Foundation Report

Shall include information requested by the Architect or Engineer, including recommendation of loading of foundation material. Six (6) copies of the report shall be furnished at a rate to be paid for by the following:

Professional Engineer:	Per Hour	\$130.00
Staff Engineer:	Per Hour	\$140.00
Senior Engineer:	Per Hour	\$200.00
Technician:	Per Hour	\$65.69

Field Sampling, drilling and laboratory tests required in connection with the report shall be paid for in accordance with the applicable provisions of this Contract.

XI. Pre-stressed Concrete Bridge Member

Complete Engineering Inspection, Testing and Reporting in accordance with the 1976 Edition Standard Specification for Highway Construction, Oklahoma State Highway Commission, "Section 503-Prestressed Concrete Bridge Members" and all subsequent Revisions.

Inspection:	Per Hour	\$90.50
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XII. Asbestos Inspection & Sampling

A.	Bulk Sampling		
1.	Field Inspector	Per Hour	\$91.50
2.	Analysis by Polarized Light Microscopy/Dispersing Staining	Per Sample	\$10.00
B.	Air Monitoring		
1.	Eight hour shift including ten samples Analyzed by Phase Contrast Microscopy (PCM)	Per Day	\$499.00
2.	Air Sample (NIOSH 7400 Method)(PCM)	Per Sample	\$10.00
3.	Transmission Electron Microscopy Analysis	Per Sample	\$125.00

XIII. Lead

A.	Bulk Sampling		
1.	Field Inspector	Per Hour	\$98.00
B.	Analysis Testing		
1.	Paint Sample (chip)	Per Sample	\$12.00
2.	Wipe Sample	Per Sample	\$14.00
3.	Soil Sample	Per Sample	\$14.00
4.	Air Sample	Per Sample	\$14.00

XIV. Asbestos Report

Report shall include information regarding asbestos presence. The report may include location, percentage, type, friability, and recommendations for abatement including encapsulation, removal or maintenance and operation program. Six (6) copies of the report shall be furnished at a rate to be paid as follows:

Certified Industrial Hygienist	Per Hour	\$210.00
Technician	Per Hour	\$100.00

XV. IBC Testing/Inspection

The Engineer shall provide testing/inspection services as authorized for such work as required by the IBC, Chapter 17, Section 1704 as follows:

Engineer	Per Hour	\$178.33
AWS Certified Welding Inspector	Per Hour	\$107.33
ICC Certified Inspector (Current certification must accompany each test)	Per Hour	\$105.00
Technician	Per Hour	\$71.08

XVI. Hourly Rates

A.	Resident Engineer	Per Hour	\$166.25
B.	Project Manager	Per Hour	\$130.75
C.	Technician	Per Hour	\$72.81

XVII. Hourly Rates

A.	Additional Compensation	Per Hour	x1.5 Multiplier
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OFFICE OF THE SECRETARY OF STATE



CERTIFICATE OF CONVERSION

WHEREAS,

EST, LLC

a domestic limited liability company organized under the laws of the State of OKLAHOMA has filed in the office of the Secretary of State duly authenticated evidence of a conversion, as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned Secretary of State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this Certificate evidencing such conversion.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



*Filed in the city of Oklahoma City this
28th day of August, 2023.*

Brian B. B. B.

Secretary of State

08/28/2023 01:54 PM

OKLAHOMA SECRETARY OF STATE

Item 12.



CERTIFICATE OF CONVERSION
OF
EST, INC.
TO
EST, LLC

TO: The Oklahoma Secretary of State
421 NW 13th St,
Suite 210
Oklahoma City, OK 73103

The undersigned, for the purpose of converting EST, Inc., a corporation formed under the laws of the State of Oklahoma, to EST, LLC, an Oklahoma limited liability company, pursuant to Section 1090.5 of Title 18 of the Oklahoma Statutes, does hereby execute the following Certificate of Conversion:

1. Date Corporation First Formed. The date on which EST, Inc. was first formed was June 13, 2000.
2. Name and Jurisdiction of Formation of Corporation. The name of the business entity when formed was Engineering Services & Testing, Inc., and the jurisdiction of formation of such business entity when formed is Oklahoma. The name of the business entity immediately prior to the filing of this Certificate of Conversion was EST, Inc., and the jurisdiction of formation of such business entity immediately prior to the filing of this Certificate of Conversion is Oklahoma.
3. Name of Limited Liability Company. The name of the limited liability company to which EST, Inc. shall be converted is EST, LLC, and its jurisdiction of formation is Oklahoma. Articles of Organization of EST, LLC, are attached hereto.
4. Effective Date. The conversion shall be effective upon filing of this Certificate of Conversion.
5. Compliance With Section 1090.5. The conversion of EST, Inc. to EST, LLC was approved in all respects in accordance Section 1090.5 of Title 18 of the Oklahoma Statutes.
6. Compliance With Section 2054.1. The conversion of EST, Inc. to EST, LLC was approved in all respects in accordance Section 2054.1 of Title 18 of the Oklahoma Statutes.

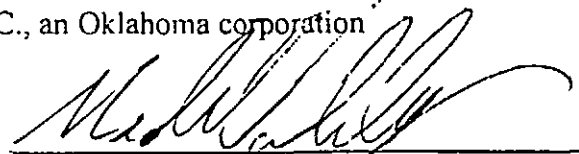
[Signature page follows]

RECEIVED
AUG 28 2023
OKLAHOMA SECRETARY
OF STATE

Dated: August 28, 2023

EST, INC., an Oklahoma corporation

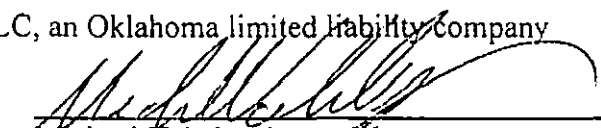
By:



President

EST, LLC, an Oklahoma limited liability company

By:



Michael Vahabzadegan, Manager

ARTICLES OF ORGANIZATION

EST, LLC

(see attached)



ARTICLES OF ORGANIZATION

(Oklahoma Limited Liability Company)

Filing Fee: \$100.00

TO: OKLAHOMA SECRETARY OF STATE
421 N.W. 13th, Suite 210
Oklahoma City, Oklahoma 73103
(405) 522-2520

I hereby execute the following articles of organization for the purpose of forming an Oklahoma limited liability company pursuant to the provisions of Title 18, Section 2005:

1. Name of the limited liability company: (Note: The name shall contain either the words **limited liability company** or **limited company** or the abbreviations **LLC**, **LC**, **L.L.C.** or **L.C.** The word **limited** may be abbreviated as **Ltd.**, and the word **company** may be abbreviated as **Co.**)

EST, LLC

2. Street address of its principal place of business, wherever located:

615 N. Hudson Ave., Suite 300 Oklahoma City OK 73102

Street address

City

State

Zip Code

(P.O. BOXES ARE NOT ACCEPTABLE)

3. E-MAIL address of the primary contact for the registered business:

Mike@estinc.com

❖ Notice of the Annual Certificate will **ONLY** be sent to the Limited Liability Company at its last known electronic mail address of record.

4. NAME and street address of the registered agent for service of process in the state of Oklahoma:

❖ The registered agent shall be the limited liability company itself, an individual resident of Oklahoma, or a domestic or qualified foreign corporation, limited liability company, or limited partnership.

EST, LLC 615 N. Hudson Ave., Suite 300, Oklahoma City Oklahoma 73102

Name

Street Address

City

State

Zip Code

(P.O. BOXES ARE NOT ACCEPTABLE)

5. Term of existence: perpetual

❖ You may state **perpetual**, a set number of years, or a future effective expiration date. Perpetual means continuous.

The articles of organization must be signed by at least one (1) person who may or may not be a member of the limited liability company.

• Signature: 

Dated: 8-28-2023

• Printed Name: Mike Vahabzadegan



CERTIFICATE OF LIABILITY INSURANCE

DATE ()
2/ Item 12.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416		CONTACT NAME: Jessica Jolin PHONE (A/C, No. Ext): E-MAIL ADDRESS: jessica.jolin@marshmma.com		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : National Union Fire Ins Co PittsburghPA		19445
		INSURER B : Princeton Excess & Surplus Lines Ins Co		10786
		INSURER C : Zurich American Insurance Company		16535
		INSURER D : Evanston Insurance Company		35378
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1717552840 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5425678	11/1/2023	3/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA4693553	11/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			82A3FF000283403	11/1/2023	3/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	WC015853268	1/1/2023	3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	Inland Marine Excess Liability			CPP447472901 MCGX100382	11/1/2023 11/1/2023	3/1/2024 3/1/2024	Each Occurrence 1,000,000 Each Occurrence 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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File Attachments for Item:

13. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-114: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY DAN ATTAWAY UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *DAN ATTAWAY V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2022-06389 G; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/13/2024

REQUESTER: Jeanne Snider

PRESENTER: Jeanne Snider, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-114: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY DAN ATTAWAY UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *DAN ATTAWAY V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2022-06389 G; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

BACKGROUND:

Dan Attaway is a Fire Captain for the City of Norman's Suppression Division of the Fire Department. He was hired as a Firefighter December 5, 2005 and promoted to Fire Driver Engineer in 2014 and Fire Captain in 2017. Mr. Attaway filed Workers Compensation Commission Case 2022-06389 G on October 18, 2022, alleging a single incident injury to the right knee from a boat rescue on May 31, 2022. The case was accepted and proceeded through the normal litigation process.

Prior to a trial being held, Mr. Attaway has agreed to a settlement in the total amount of \$27,720.00, which represents 28 percent permanent partial impairment (PPI) to the Leg regarding the Right Knee. The settlement is recommended for consideration by the City Council.

DISCUSSION:

Medical Treatment. Mr. Attaway was seen initially at Norman Regional Occupational Medicine the day following the injury and a magnetic resonance imaging (MRI) was performed on June 6, 2022. He was referred for orthopedic evaluation. He was assessed by Dr. Ringus on June 15, 2023. Dr. Ringus recommended right knee arthroscopy and due to severe chondral erosion a cartilage biopsy for Matrix-Induced Autologous Chondrocyte Implantation (MACI) which was

performed on June 30, 2022. Postoperatively he developed a blood clot and was diagnosed and treated for a Duplex Venous Thrombosis (DVT). On November 22, 2022, he underwent right knee arthrotomy with MACI grafting of the trochlea and medial femoral condyle followed by postoperative physical therapy. He returned to work on June 2, 2023 and was released maximum medical improvement without restrictions on July 31, 2023.

Issues for Trial. There is no question Mr. Attaway injured his right knee in the course of his employment with the City. The primary issues to be tried before the Workers' Compensation Commission are the extent of Mr. Attaway's injury and whether the injury is permanent in nature. Permanent partial disability is a factual determination made by the Workers' Compensation Commission Trial Judge based on doctors' opinions and medical records regarding the extent of permanent partial impairment.

Evaluations. Mr. Attaway was evaluated by Dr. Lance Rosson, D.O. on August 9, 2023, regarding the above claim and opined a rating of 43 percent (\$42,570.00) PPI to the leg regarding the Right Knee. In addition, Dr. Rosson opined Mr. Attaway should be given entitlement to continued medical benefits in the nature of prescription medications on an as-needed basis as well as other treatment that his treating physician or further selected physicians might deem necessary with respect to this job-related injury.

He was then rated on November 14 2023 by William Jones, M.D., MPH, the medical expert for the City. Dr. Jones opined 9 percent (\$8,910.00) PPI to the leg regarding the Right Knee. The City's maximum exposure for total PPI would be \$42,570.00.

Trial. The case proceeded through the normal litigation process; however, Mr. Attaway has agreed to a settlement of the case as outlined below. If a trial was held, the Judge could determine nature and extent to his injuries and award permanent partial disability.

Proposed Settlement. The proposed settlement closes Workers' Compensation Case 2022-06389 G in a lump sum payment of \$27,720.00 (less attorney fee) representing the settlement amount discussed above. Pursuant to 85A O.S. § 31(7), for injuries occurring on or after July 1, 2019, a Multiple Injury Trust Fund assessment in the amount of \$831.60, representing (3%) of the permanent partial disability award shall be deducted and paid to the Oklahoma Tax Commission.

It is felt that the settlement is fair and reasonable. A settlement is beneficial to the City in that it is a full, final and complete settlement of any and all claims and closes out any continued medical treatment. This settlement is beneficial to Mr. Attaway in that it provides certainty for an award and would be paid in a lump sum rather than at a weekly rate over a period of time.

Furthermore, if the case was settled in this manner, the City would incur additional costs and fees of:

Workers' Compensation Administration Fund Tax in the amount of \$554.40; Special Occupational Health & Safety Tax in the amount of \$207.90; and Workers Comp Commission Filing fee in the amount of \$140. In addition, the City would incur an additional cost and fee for the Cleveland County Court Filing Fee in the amount of \$154.14.

These additional costs and fees total \$1,056.44, which brings the total cost of this settlement to the City to \$28,776.44. Adequate funds are available in the Order/Settlements Account (43330102-42131).

RECOMMENDATION:

For the reasons outlined above, it is believed the settlement is fair, reasonable, and in the best interest of the City. Acceptance of the settlement would require the payments as outlined above. If approved, the settlement amount would be paid to Mr. Attaway and his attorney in a lump sum. The settlement would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85A O.S. § 107, 51 O.S. § 159, and 62 O.S. § 361, *et seq* and 85 O.S. § 313, 51 O.S. § 159, and 62 O.S. § 361, *et seq*. Certifying the order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

R-2324-114

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY DAN ATTAWAY UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *DAN ATTAWAY V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2022-06389 G; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

- §1. WHEREAS, Dan Attaway, a Fire Captain for the City of Norman Fire Department, Suppression Division, alleged a single incident injury to the Right Knee from a boat rescue on May 31, 2022; and
- §2. WHEREAS, the City of Norman has negotiated settlement for the claim of Dan Attaway. against the City of Norman, under the Workers' Compensation Statutes for a total of \$27,720.00, which represents 28 percent permanent partial impairment (PPI) to the leg regarding the Right Knee to be paid in a lump sum settlement to Mr. Attaway, and such settlement is believed to be fair and reasonable; and
- §3. WHEREAS, the City shall incur additional costs for the settlement for payment for Workers Compensation Commission Case 2022-06389 G to the Workers' Compensation Administration Fund in the amount of \$554.40; the Special Occupational Health and Safety Fund in the amount of \$207.90; filing fee in the Workers' Compensation Commission in the amount of \$140.00; and filing fee in the Cleveland County District Court in the amount of \$154.14; and
- §4. WHEREAS, the Risk Management Insurance Fund of the City of Norman has heretofore appropriated funds for the payment of Workers' Compensation settlements covering injuries to qualified persons employed by the City of Norman; and



R-2324-114

- §5. WHEREAS, the judgment and award should be transmitted and certified to the Workers' Compensation Commission, Oklahoma City, Oklahoma, which when filed will constitute judgment against the City of Norman, which it is entitled to purchase with funds out of the Risk Management Insurance Fund pursuant to Okla. Stat. tit. 85, § 107, Okla. Stat. tit. 51, § 159, and Okla. Stat. tit. 62, § 361, *et seq.*; and
- §6. WHEREAS, the City Council finds it will be in the best interest of the City if the funds of the Risk Management Insurance Fund are invested in said judgment; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- §7. That the Legal Department is authorized to enter into settlement with Dan Attaway for not more than \$27,720.00 for any and all claims that he has or may have against the City of Norman under the Workers' Compensation Statutes for any and all injuries known or unknown which occurred while working for the City of Norman; and
- §8. That the Legal Department is directed to hereinafter file such settlement in the Workers' Compensation Commission, Oklahoma City, Oklahoma, along with all attendant costs therefore, as provided by law; and
- §9. That the Finance Director is authorized and directed to purchase such judgment of the Workers' Compensation Commission, Oklahoma City, Oklahoma, out of funds of the Risk Management Insurance Fund of the City of Norman.

PASSED AND ADOPTED this 13th day of February, 2024.

Mayor

ATTEST:

City Clerk

ATTAWAY, Dan

CM3-2022-06389 G (R Knee)

SS# XXX-X4-4327

City Council Date 2/13/24

Atty: Jeffrey Cooper

Trial Date: NA Order Date: N/A

DOH: 12/5/05 Separation: NA

RTW: 6/2/23 MMI: 7/21/23

Date of Injury: 5/31/22 (SI)

PPD Wage: \$360

Memo

Resolution R-2324-114

Purchase Requisitions

Permanent Partial Disability Settlement

Attorney Fees (20% of PPD)

Net to Claimant

\$27,720.00 28% R Knee (Leg)

\$ (5,544.00)

(\$22,176.00)

Total PPD Settlement

\$27,720.00

Multiple Injury Trust Fund (3% of PPD-After 7/1/19)

(\$831.60)

Net to Attorney & Claimant (Less MITF)

26,888.40

43330102-42134

43330102-42131

City's Settlement Costs (953-092)

Workers Comp. Admn. Fund (2% of PPD)

Occupational & Health Trust Fund (0.75%)

Filing Fee - Workers Compensation **Commission**

Filing Fee - Cleveland County District Court

	Vendor	
\$ 554.40	2267	43330102-42133
\$ 207.90	1950	43330102-42135
\$ 140.00	12122	43330102-44704
\$ 902.30		
\$ 154.14	434	43330102-44703
\$1,056.44		

Total Settlement Cost (PPD, TTD, Costs)

\$28,776.44

Settlement forms:

IF Compromise Settlement

Affidavit of Foreign Judgment

Assignment of Judgment

Checks with case name on them

Certificate of Mailing

<u>Copies</u>	Filed in WCC	Filed in Dist.Ct.
11	x	
4		x
4		x
1		
3	x	

File Closing procedure

Send Tax Roll Memo to Finance (1st) w/Agenda Approval

Send in Taxes to Tax Commission

Send filing fee to Comp Court

Mail Certified Copy of JP or CS - Mail to all providers

File Affidavit & Assignment in District Court

Send Tax Roll Memo to Finance (1nd) w/Aff & Assignment

Final Letter to Attorney (Sending Aff/Assignment)

Log onto Legal's tracking spreadsheet (Legal/WC/Audits)

Index in file list & place in storage

Send Closing Letter to Claimant's Attorney

Completion Date

File Attachments for Item:

14. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-113: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE CITY OF NORMAN TRANSFERRING \$125,000 FROM THE PARKS ADMINISTRATION DIVISION MINOR EQUIPMENT AND TOOLS ACCOUNT TO THE NEET EASEMENT VEGETATION REPLACEMENT PROJECT TO BE USED FOR THE PLANTING OF TREES IN VARIOUS PARKS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/13/2023

REQUESTER: Jason Olsen, Director of Parks & Recreation

PRESENTER: Jason Olsen, Director of Parks & Recreation

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-113: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE CITY OF NORMAN TRANSFERRING \$125,000 FROM THE PARKS ADMINISTRATION DIVISION MINOR EQUIPMENT AND TOOLS ACCOUNT TO THE NEET EASEMENT VEGETATION REPLACEMENT PROJECT TO BE USED FOR THE PLANTING OF TREES IN VARIOUS PARKS.

BACKGROUND:

On April 25, 2023, the City Council approved a Road Use Agreement, which established a two-step framework for setting agreements between Next Era Energy Transmission Southwest, LLC (NEET) and the City regarding the use, maintenance, and repair of roads affected by NEET's project. On July 7, 2023, the City Council approved three additional documents: a Transmission Line Easement granted to NEET by the City for the placement of a NEET transmission line on the northern boundary of City-owned property generally located at the northwest corner of Franklin Road & 12th Avenue NE; a Compensation Agreement setting forth the terms of the City's compensation for the easement; and a Laydown Yard Lease on the same property, to be utilized for equipment and materials storage by NEET before and during construction of its project. Finally, on December 12, 2023, the City Council approved a Revocable License and Utility/ROW Crossings Agreement with NextEra, allowing certain construction within city rights-of-way, Contract K-2324-110 ("ROW Agreement").

DISCUSSION:

The ROW Agreement, among other items, addressed the removal of vegetation by NEET in the course of its use of this agreement. City Staff required an audit of the removed vegetation (by type, location, and number) and estimated the replacement cost. Through negotiations in this agreement, the City and NEET agreed that NEET would pay \$125,000 as damages to this vegetation, in addition to other applicable permit fees. Following approval of the ROW Agreement, these funds, along with the other permit fees, were remitted to the City. The tree damage fee in particular was to be placed in an account for the Director of Parks and Recreation to plant trees elsewhere within the City. Thus, the \$125,000 attributable to the damage to and

removal of trees and vegetation funds was allocated to the General Fund, Parks Department Administration Division, Minor Equipment and Tools Account (10770370-43699).

RECOMMENDATION:

City Staff recommends approval of R-2324-113 to transfer the \$125,000 for tree removal and vegetation damage remediation from the General Fund Parks Administration Division Minor Equipment and Tools Account (10770370-43699) to the Capital Fund, NEET Easement Vegetation Replacement Project, Construction account (50798813-46101; Project PR0174) to be used for the planting of trees in various parks to be accomplished by outside contractors.

R-2324-113

A RESOLUTION OF THE COUNCIL OF THE CITY OF
NORMAN, OKLAHOMA, TRANSFERRING \$125,000
FROM THE PARKS ADMIN MINOR EQUIPMENT AND
TOOLS ACCOUNT TO THE NEET EASEMENT
VEGETATION REPLACEMENT PROJECT TO BE USED
FOR THE PLANTING OF TREES IN VARIOUS PARKS.

- § 1. WHEREAS, in April 2023 the City Council approved a ROW Agreement, Contract K-2324-110, which established an agreement as to NEET's construction and other activities within the City's identified rights-of-way; and
- § 2. WHEREAS, the agreement addresses the removal of vegetation by NEET in the course of its use of this agreement and the City required an audit of the removed vegetation and an estimated cost of replacement; and
- § 3. WHEREAS, through negotiations included in the agreement, the City and NEET agreed that NEET will pay \$125,000 as damages to this vegetation and the funds are to be placed in an account for the Director of Parks and Recreation to use to plant trees elsewhere within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That the following transfer be made for the reasons as stated above:

<u>Account Name</u>	<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
NEET Easement Vegetation Replacement Project	10770370-43699	50798813-46101; Project PR0174	\$125,000

PASSED AND ADOPTED this ____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

15. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-115: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY APPROPRIATING \$70,000 FROM THE WATER FUND ACCOUNT TO THE LINE MAINTENANCE WATER DIVISION ACCOUNT FOR WATER LINE REPAIRS, RESTORATIONS AND CONTRACT DATA SERVICES.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/13/2024

REQUESTER: Scott Aynes, Line Maintenance Manager

PRESENTER: Scott Aynes, Line Maintenance Manager

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-115: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY APPROPRIATING \$70,000 FROM THE WATER FUND ACCOUNT TO THE LINE MAINTENANCE WATER DIVISION ACCOUNT FOR WATER LINE REPAIRS, RESTORATIONS AND CONTRACT DATA SERVICES.

BACKGROUND:

The Line Maintenance Water Division has over 42,000 water meters to maintain and over 600 miles of water distribution lines to keep operational. Each year, funds are allocated in the amount of \$2,520 for wireless data communication to provide data service for the water meter handheld devices that record the monthly meter reading data, as well as \$52,500 for concrete to use for the installation and repair of water meters, repairing of water line breaks, and ground restoration after repairs are made.

DISCUSSION:

Since the meter reading services were recently transferred from Customer Service to Line Maintenance, additional funding was not added to the Line Maintenance budget to cover additional expenses needed for these services. This resulted in the contract data account being underfunded and unable to cover the annual expenses for contract data services that transfer the meter read data to the billing system. Staff is estimating a shortfall of \$40,000 to cover the expenses for the remainder of fiscal year 2023-2024 (FYE24).

Additionally, concrete is used for repairs and restorations of roads and driveways after a water line is repaired. Staff is estimating a shortfall of \$30,000 to cover the remaining expenses for FYE24.

In order to pay for the expenses in installation and repairs, staff proposes to appropriate \$70,000 from the Water Fund balance (account 31-29000) to Line Maintenance Division accounts, with \$40,000 allocated to Wireless Data Communication – Repairs (account 31955251-44304) and \$30,000 allocated to Maintenance & Repair Contract, Concrete (account 31955251-44237).

RECOMMENDATION:

Staff recommends the Norman Utilities Authority adopting Resolution R-2324-115 to appropriate \$70,000 from the Water Fund balance; \$40,000 to Wireless Data Communication – Repairs and \$30,000 to Maintenance & Repair Contract, Concrete.

Resolution

R-2324-115

A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY APPROPRIATING \$70,000 FROM THE WATER FUND ACCOUNT TO THE LINE MAINTENANCE WATER DIVISION ACCOUNT FOR WATER LINE REPAIRS, RESTORATIONS AND CONTRACT DATA SERVICES.

- § 1. WHEREAS, the Line Maintenance Division has over 42,000 water meters to maintain and over 600 miles of water distribution lines to keep operational; and
- § 2. WHEREAS, each year, funds are allocated in the amount of \$2,520 for wireless data communication to provide data service for the water meter handheld devices that record the monthly meter reading data, as well as \$52,500 for concrete to use for the installation and repair of water meters, line breaks and ground; and
- § 3. WHEREAS, meter reading services were recently transferred from Customer Service to Line Maintenance, but additional funding was not added to the Line Maintenance budget to cover the additional expenses needed for these services; and
- § 4. WHEREAS, Staff has estimated an additional \$30,000 will be needed to complete the necessary repairs, and restorations of roads and driveways after water lines are repaired in FYE 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE NORMAN UTILITIES AUTHORITY:

- § 5. That the following appropriations be made for the reason stated above:

<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
Water Fund (31-29000)	Wireless Data Communication-Repairs (31955251-44304)	\$40,000
Water Fund (31-29000)	Maintenance & Repair Contract Concrete (31955251-44237)	\$30,000

PASSED AND ADOPTED this 13th day of February, 2024.

ATTEST:

Chairman

Secretary



File Attachments for Item:

16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-116: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$15,971.65 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT TO REPAIR POLICE DEPARTMENT VEHICLES AND EQUIPMENT DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/13/2024

REQUESTER: Jeanne Snider, Assistant City Attorney

PRESENTER: Jeanne Snider, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-116 : A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$15,971.65 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT TO REPAIR POLICE DEPARTMENT VEHICLES AND EQUIPMENT DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.

BACKGROUND:

Funding is required to repair City vehicles that are damaged in traffic collisions. To assist with this process, the City has contracted with Alternative Claims Management (ACM) to pursue reimbursement of damage costs from the other driver's insurance policy when the collision is the fault of the other driver.

ACM has remitted payment to the City in the amount of \$15,971.65. This item requests an appropriation of these funds to the Miscellaneous Services/Uninsured Losses account to pay for vehicle repairs.

DISCUSSION:

Insurance reimbursement has been received for the following incidents:

On December 19, 2022, a Norman Police Department vehicle (Unit 1224) was struck by another driver who attempted to leave the scene of an investigation. USAA insurance determined their driver to be at fault and after the City received payment for damage costs, a Loss of Use payment was collected by ACM and remitted to the City in the amount of \$1,561.92.

On September 29, 2023, a Norman Police Department vehicle (Unit 1077) was struck by another driver who was backing out of a private driveway. State Farm insurance determined their driver to be at fault and payment was collected by ACM and remitted to the City in the amount of \$737.96.

On October 13, 2022, a Norman Line Maintenance vehicle (Unit 325) was struck by another driver who failed to observe that Unit 325 had stopped. State Farm insurance determined their driver to be at fault and after the City received payment for damage costs, a Loss of Use payment was collected by ACM and remitted to the City in the amount of \$1,505.00.

On April 3, 2023, a Norman Police Department vehicle (Unit 1189) with active lights and sirens was struck by another driver who failed to yield to this emergency vehicle. Liberty Mutual insurance determined their driver to be at fault and payment was collected by ACM and remitted to the City in the amount of \$4,198.53.

On September 1, 2023, a Norman Parking Enforcement vehicle (Unit 1052) was struck by another driver who was backing out of a parking spot. State Farm insurance determined their driver to be at fault and payment was collected by ACM and remitted to the City in the amount of \$1,968.24.

On December 29, 2021, a Norman Fire Department fire truck (Unit 34) was struck by another driver who failed to yield to traffic in the intersection after he stopped at a stop sign. Mercury insurance determined their driver to be at fault and payment was collected by ACM and remitted to the City in the amount of \$6,000.00.

The collections outlined above, totaling \$15,971.65, were received by the City and forwarded for deposit into the Refunds/Reimbursements Risk Management account on January 29, 2024.

RECOMMENDATION:

Staff recommends the approval of R-2324-116 for the appropriation of the above-referenced insurance reimbursement funds totaling \$15,971.65 from Refunds/Reimbursements Risk Management (Account 439-365264) to Miscellaneous Services – Uninsured Losses (43330104-44798) for the payment of repairs to City of Norman vehicles.

Resolution

R-2324-116

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$15,971.65 FROM THE REFUNDS / REIMBURSEMENTS RISK MANAGEMENT ACCOUNT TO PAY FOR REPAIRS TO CITY OF NORMAN VEHICLES DAMAGED BY OTHER DRIVERS.

- § 1. WHEREAS, Alternative Claims Management (ACM) assists the City of Norman to collect insurance funds when a City vehicle is damaged by another driver during an auto collision; and
- § 2. WHEREAS, ACM has remitted payment to the City in the amount of \$15,971.65 representing funds received from insurance. These funds were forwarded for deposit into the City's Refunds/Reimbursements Miscellaneous Risk Management Account on January 29, 2024; and
- § 3. WHEREAS, these funds should be appropriated to the City vehicle repairs account so repairs can be made.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. THAT the following appropriation be made as follows:

Account Name	Losing Account	Gaining Account	Amount
Misc. Serv. – Uninsured Losses	439-365264	43330104-44798	\$15,971.65

PASSED AND ADOPTED this 13th day of February, 2024.

Mayor

ATTEST:


City Clerk





DATE: January 26, 2024

TO: Clint Mercer, Chief Accountant

FROM: Sarah Encinias, Legal Admin Tech 

SUBJECT: City of Norman Debt Recovery – Damage to Fleet Vehicles

The City of Norman has contracted with Alternative Claims Management (ACM) to provide damage recovery services for the City when a loss is caused by an at-fault party. At-fault parties are automobile drivers who are involved in a collision with a City vehicle and is found to be the cause, or at-fault, of the collision. ACM pursues payment from the at-fault party's insurance company and sends payment to the City.

Attached is check #26054 from ACM in the total amount of \$15,971.65. This payment represents damage reimbursement from insurance companies for the incidents described below.

Please advise if you need additional information regarding this payment.

Vehicle Unit	Date of Incident	Insured	Insurance	Payment Amount
1224	12/19/2022	D. Allen	USAA	\$ 1,561.92
1077	9/29/2023	T. Wallace	State Farm	\$ 737.96
325	10/13/2022	C. Trejo	State Farm	\$ 1,505.00
1189	4/3/2023	H. Fennell	Liberty Mutual	\$ 4,198.53
1052	9/1/2023	C. Canada	State Farm	\$ 1,968.24
34	12/29/2021	M. Moniruzzaman	Mercury	\$ 6,000.00
			Total	\$15,971.65

Attachment

cc: Kevin Foster, Chief of Police
 Chad Vincent, Major, Community & Staff Services Bureau
 Lisa Tullius, Admin Tech III
 Travis King, Fire Chief
 Devra Smith, Admin Tech IV
 Chris Mattingly, Director of Utilities
 Scott Aynes, Utilities Manager
 Mike White, Fleet Program Manager
 Mark Delgado, Light Repair Supervisor
 Jennell James, Fleet Service Writer
 Barbara Andros, Revenue Collection Supervisor

Alternative Claims Management
16404 San Pedro Ave
San Antonio, Texas 78232
(210) 340-4400

THE FROST NATIONAL BANK
SAN ANTONIO, TEXAS
30-9/1140

26 Item 16.

01/17/2024

PAY TO THE
ORDER OF

Norman Police Department

\$

**15,971.65

Fifteen thousand nine hundred seventy-one and 65/100

DOLLARS

PROTECTED AGAINST FRAUD



Norman Police Department
1301 Da Vinci St
Norman, OK 73069 US



Alternative Claims Management

26054

01/17/2024

Norman Police Department

Date
01/16/2024

Type
Bill

Reference
C-20010

Original Amount
15,971.65

Balance Due
15,971.65

Payment
15,971.65
15,971.65

Check Amount

Trust:Frost Client Tr

15,971.65

Alternative Claims Management

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Check Amount

Trust:Frost Client Tr

15,971.65

PAYMENT
RECORD



File Attachments for Item:

17. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-117: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) APPROVING THE PAYMENT OF \$1,611,683 FOR THE FLOOD AVENUE MULTIMODAL PATH ALONG TECUMSEH ROAD AND FLOOD AVENUE FROM 24TH AVENUE NW EAST TO FLOOD AVENUE AND SOUTH TO ROBINSON STREET AND BUDGET TRANSFER.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/13/24

REQUESTER: David Riesland, Transportation Engineer

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-117: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) APPROVING THE PAYMENT OF \$1,611,683 FOR THE FLOOD AVENUE MULTIMODAL PATH ALONG TECUMSEH ROAD AND FLOOD AVENUE FROM 24TH AVENUE NW EAST TO FLOOD AVENUE AND SOUTH TO ROBINSON STREET AND BUDGET TRANSFER.

BACKGROUND:

Growing concerns about air quality, open space, and traffic congestion led the U.S. Congress to create several programs through legislation in the 1991 Intermodal Surface Transportation Efficiency Act (ISTEA). These programs broaden the federal focus on transportation from building highways to funding projects tied to smarter planning requirements that help ensure communities are more “liveable”. At the center of the new focus on transportation, growth, and quality of life is the Transportation Enhancement Program.

The 2012 - Moving Ahead for Progress in the 21st Century (MAP-21) federal transportation funding bill allocates approximately \$21 million in Federal funds per year to implement eligible transportation improvements in the Oklahoma City Metropolitan Area. Recently, the MAP-21 Act has been renamed the MAP-21/Fixing America’s Surface Transportation (FAST) Act, and the Transportation Enhancement Program is now called the Transportation Alternatives Program (TAP). New sidewalks along federal functionally classified roads are eligible for 80% federal funding.

For the Federal Fiscal Years 2015-2020, the Association of Central Oklahoma Governments (ACOG), which handles TAP funding, had a single application period and invited eligible entities to submit projects for federal TAP funding. Requests could not exceed \$600,000 in federal funds for a single project, and the entities had to make a 20% minimum commitment of non-federal funds to the total project cost. The assessment of projects was based on how well they met published criteria. The City of Norman sought five projects, and was selected for three of them, namely:

- Constitution Street Multimodal Path from Jenkins Avenue to Classen Boulevard.
- State Highway 9 Multimodal Path from 36th Avenue SE to 48th Avenue SE.
- Multimodal Path along Flood Avenue (west side) from Robinson Street to Tecumseh Road and along Tecumseh Road (south side) from Flood Avenue to 24th Avenue NW.

The State Highway 9 and Constitution Street Multimodal Paths have already been completed; the Flood Avenue Path qualified only for partial funding as the last (lowest-ranking qualified project in the OKC Metro/ACOG area) project on the list of approved projects. The project was granted an additional portion of funds returned to ACOG as unused TAP funds.

DISCUSSION:

ODOT requires the City to execute a project agreement and to adopt it by resolution before spending any federal funds. This has already taken place through prior Council Actions.

ODOT is now asking that the local share of the project cost, estimated at \$1,611,683, be paid before the bid opening, which will likely be in April 2024. Funds in the amount of \$970,541 are available in the Norman Forward Project, New Trail Development, Construction (Account 51790097-46101; Project NFP107).

Also, funds in the amount of \$529,459 are available in the Capital Fund, Flood Avenue MultiModal Path Project, Construction (Account 50596688-46101; Project TR0112), and the remaining funds of \$111,683 are available in the Norman Forward Fund, Saxon Park Development Project, Construction (Account 51796674-46101; Project NFP106), due to delays in the implementation of the Saxon Park project.

Additional Norman Forward funds may need to be allocated to the Saxon Park Development Project once the Saxon Park project construction is bid out in the future.

RECOMMENDATION 1:

Staff recommends transferring \$970,541 from the Norman Forward New Trail Development Project (51790097-46101; Project NFP107) and transfer \$111,683 from Norman Forward Saxon Park Development Project (51796674-46101; Project NFP106) for a total of \$1,082,224 to the Norman Forward Fund Flood Avenue MultiModal Path Project (51596688-46101; Project NFP112).

RECOMMENDATION 2:

Staff further recommends adopting Resolution R-2324-117 to pay ODOT in the amount of \$1,611,683 for the Flood Avenue Multimodal Path intersection of Tecumseh Road and Flood Avenue South to Robinson Ave with the funds available as outlined in the staff report.

Resolution

R-2324-117

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT), APPROVING THE PAYMENT OF \$1,611,683 FOR THE FLOOD AVENUE MULTIMODAL PATH ALONG TECUMSEH ROAD AND FLOOD AVENUE FROM 24TH AVENUE NW EAST TO FLOOD AVENUE AND SOUTH TO ROBINSON STREET AND BUDGET TRANSFER.

- § 1. WHEREAS, on November 23, 2020, City Council approved Contract K-2223-18 with ODOT for the Flood Avenue Multimodal Path Project along the west side of Flood Avenue between Robinson Street and Tecumseh Road and along the south side of Tecumseh Road between 24th Avenue NW and Flood Avenue, Federal-Aid Project TAP3-3735(004)AG, State Job No. 33735(04); and
- § 2. WHEREAS, the engineer's preliminary estimate of total construction cost is \$1,998,167; and
- § 3. WHEREAS, the funding for the project includes two Transportation Alternative Project (TAP) Grants totaling \$386,484; and
- § 4. WHEREAS, the local share calculates to a preliminary total of \$1,611,683; and
- § 5. WHEREAS, the balance in the Flood Avenue Multimodal Path Capital Construction Account (TR0112) is \$529,459; and
- § 6. WHEREAS, the remainder of the local share, \$1,082,224, was to be supported with Norman Forward New Trail Development Projects.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 7. That the following transfers be made for the reasons stated above:

<u>Gaining Account Name</u>	<u>Losing Account Name</u>	<u>Amount</u>
Project TR0112, Flood Avenue Multimodal Path Construction (50596688-46101)	Project NFP107, New Trail Development, Construction (51790097-46101)	\$970,541
Project TR0112, Flood Avenue Multimodal Path Construction (50596688-46101)	Project NFP106, Saxon Park Development Project (51796674-46101)	\$111,683

PASSED AND ADOPTED THIS _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk



OKLAHOMA DEPARTMENT OF TRANSPORTATION

Item 17.

INVOICE

Make check PAYABLE, and MAIL TO:

Oklahoma Department of Transportation
 Comptroller Division
 200 N.E. 21st Street
 Oklahoma City, Oklahoma 73105-3204

To: City of Norman

Department Invoice No 3373504-01
 1/25/2024

Project Type	Div	County	JP No	Project No.	Work Type	Description
ACOG TAP	3	CLEVELAND	33735(04)	TAP-214E(153)AG	ENHANCEMENT	FLOOD AVENUE MULTIMODAL PATH INTERSECTION OF TECUMSEH RD AND FLOOD AVE SOUTH TO ROBINSON AVE

Construction JP# 33735(04)

Description – Explanation of Charge	Total	Federal	Sponsor
Due Date: Upon Receipt			
Total Estimate for Project Construction, includes estimated 6% Construction Management Deposit	\$1,998,167	\$386,484	\$1,611,683
Accounting Use Only		Invoice Total	\$1,611,683

Distribution:
 City
 Remit with Payment
 Division Project File
 Comptroller Division

File Attachments for Item:

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-119: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY (THE "BORROWER") APPROVING A LOAN APPLICATION TO THE OKLAHOMA WATER RESOURCES BOARD; DECLARING THE INTENT OF THE BORROWER TO EXPEND CERTAIN FUNDS IN CONNECTION WITH CERTAIN WASTEWATER SYSTEM IMPROVEMENTS WITH SAID EXPENDITURES TO BE REIMBURSED FROM PROCEEDS OF DEBT TO BE INCURRED BY THE BORROWER; APPROVING AND AUTHORIZING A CLEAN WATER SRF LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$5,000,000; APPROVING THE ISSUANCE OF A PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$5,000,000, SECURED BY A PLEDGE OF REVENUES AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FOR CLEAN WATER SRF LOAN; DESIGNATING A LOCAL TRUSTEE AND APPROVING AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT; RATIFYING AND CONFIRMING AN AMENDED LEASE AGREEMENT WHEREBY THE CITY OF NORMAN, OKLAHOMA LEASED ITS WATER AND SANITARY SEWER SYSTEMS TO THE BORROWER; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A PROJECT COSTS DISBURSEMENT ACCOUNT; APPROVING PROFESSIONAL SERVICES AGREEMENTS; APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/13/2024

REQUESTER: Honorable Mayor and City Council Members

PRESENTER: Anthony Francisco, Finance Director/NUA Treasurer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-119: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY (THE "BORROWER") APPROVING A LOAN APPLICATION TO THE OKLAHOMA WATER RESOURCES BOARD; DECLARING THE INTENT OF THE BORROWER TO EXPEND CERTAIN FUNDS IN CONNECTION WITH CERTAIN WASTEWATER SYSTEM IMPROVEMENTS WITH SAID EXPENDITURES TO BE REIMBURSED FROM PROCEEDS OF DEBT TO BE INCURRED BY THE BORROWER; APPROVING AND AUTHORIZING A CLEAN WATER SRF LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$5,000,000; APPROVING THE ISSUANCE OF A PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$5,000,000, SECURED BY A PLEDGE OF REVENUES AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FOR CLEAN WATER SRF LOAN; DESIGNATING A LOCAL TRUSTEE AND APPROVING AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT; RATIFYING AND CONFIRMING AN AMENDED LEASE AGREEMENT WHEREBY THE CITY OF NORMAN, OKLAHOMA LEASED ITS WATER AND SANITARY SEWER SYSTEMS TO THE BORROWER; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A PROJECT COSTS DISBURSEMENT ACCOUNT; APPROVING PROFESSIONAL SERVICES AGREEMENTS; APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

BACKGROUND:

The Oklahoma Water Resources Board (OWRB), acting as the agent of the U.S. Environmental Protection Agency (EPA) and the Oklahoma legislature, has administered a Statewide Water Development Revolving Fund loan program (SRF) for many years. These programs provide financial assistance for municipalities to make infrastructural improvements to their water and wastewater reclamation (formerly sewer or wastewater) systems to comply with federal and state drinking water and pollution control standards. The Norman Utilities Authority (NUA) has participated on several occasions in the Oklahoma Water Resources Board's Statewide Revolving Fund loan program and has benefitted from the lower interest rates and favorable terms in the program.

The fiscal year 2022-2023 Wastewater Reclamation Fund budget allocated \$2,917,450 for the replacement of the dewatering centrifuge equipment and \$333,480 for renovation of the Wastewater Reclamation Facility Main Control Building. These projects are in preliminary phases. The fiscal year 2023-2024 Wastewater Reclamation Fund budget allocated \$850,000 for a new storage building at the Wastewater Reclamation Facility. This project has not begun yet.

Utilities Engineering and Wastewater Reclamation Division staff have determined that the cash flow status of the Wastewater Reclamation Fund can be improved by financing these projects over time, using SRF loan funds, rather paying for the projects up front. The projects would appear to qualify for SRF financing.

DISCUSSION:

The attached resolutions would authorize the NUA Chair and staff to apply for an SRF Loan or Loans in an amount up to \$5,000,000 to finance the Wastewater Reclamation Facility projects over time. The loan(s) would be repaid from Wastewater Reclamation user fee revenues. The Resolutions would also authorize the execution of loan documents to implement the loan(s), and would re-appoint BancFirst as the Local Trustee for the loan, and Public Finance Law Group and Floyd and Driver, PLLC as bond counsel for the loans.

Resolution R-2324-120 is a Resolution of the City of Norman, authorizing the Norman Utilities Authority to enter into the SRF Loan ("Promissory Note") with the Oklahoma Water Resources Board, and approving other related documents.

Resolution R-2223-119 is a Resolution of the Norman Utilities Authority, agreeing to file an application with the OWRB in an amount up to \$5,000,000; approving the issuance of a Promissory Note and Funding Agreement; and approving covenants, professional service agreements and other related documents and provisions.

The NUA will apply for funding of the project through the SRF Program, upon the approval of the Trustees/Council.

RECOMMENDATION:

It is recommended that the Resolution R-2324-119 be adopted, authorizing the NUA to apply for the loan through the Oklahoma Water Resources Board Statewide Revolving Fund Loan Program.

R-2324-119
Resolution

A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY (THE “BORROWER”) APPROVING A LOAN APPLICATION TO THE OKLAHOMA WATER RESOURCES BOARD; DECLARING THE INTENT OF THE BORROWER TO EXPEND CERTAIN FUNDS IN CONNECTION WITH CERTAIN WASTEWATER SYSTEM IMPROVEMENTS WITH SAID EXPENDITURES TO BE REIMBURSED FROM PROCEEDS OF DEBT TO BE INCURRED BY THE BORROWER; APPROVING AND AUTHORIZING A CLEAN WATER SRF LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$5,000,000; APPROVING THE ISSUANCE OF A PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$5,000,000, SECURED BY A PLEDGE OF REVENUES AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FOR CLEAN WATER SRF LOAN; DESIGNATING A LOCAL TRUSTEE AND APPROVING AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT; RATIFYING AND CONFIRMING AN AMENDED LEASE AGREEMENT WHEREBY THE CITY OF NORMAN, OKLAHOMA LEASED ITS WATER AND SANITARY SEWER SYSTEMS TO THE BORROWER; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A PROJECT COSTS DISBURSEMENT ACCOUNT; APPROVING PROFESSIONAL SERVICES AGREEMENTS; APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Norman Utilities Authority, Cleveland County, Oklahoma (the “Borrower”), was organized under Title 60, Oklahoma Statutes 2021, Sections 176-180.4, as amended, for the purpose of furthering the public functions of The City of Norman, Oklahoma (the “City”); and

WHEREAS, the Borrower is authorized and has determined to construct improvements to the water reclamation facility serving the City, including specifically the construction of a dewatering centrifuge, the replacement of a blower, administrative building renovations, and construction of a storage building, all related to the water reclamation facility (collectively, the “Project”), in order to better serve the customers of said Borrower and in payment of part of the cost thereof, to seek money in the form of a Clean Water SRF Loan from the Oklahoma Water Resources Board (the “Board”) in the amount of \$5,000,000.00; and

WHEREAS, the Board has under consideration a loan application of the Borrower and the Borrower has determined to borrow money from the Board to accomplish the Project and to evidence such loan by the issuance of the Borrower’s Series 2024 Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the original principal amount of \$5,000,000.00 (the “2024 Note”), said 2024 Note being secured by a lien on the revenues derived from the water and sanitary sewer systems of the Borrower (collectively the “System”), provided however, that the 2024 Note

R-2324-119

is not secured by the capital improvement charge established pursuant to Section 21-107 of the Code of the City or the sewer service maintenance rate established pursuant to Ordinance No. 0001-56 of the City and codified in Section 21-112 of the Code of the City; and

WHEREAS, said pledge of revenue derived from the sale of water is subject to the pledge by the City for the purpose of purchasing water from the Central Oklahoma Master Conservancy District (the “District”) pursuant to a Contract dated September 5, 1961, as amended by a First Amendment to Contract dated as of December 1, 2006, by and among the Borrower, the City, and the District (collectively, the “Conservancy District Contract”); and

WHEREAS, said pledge of revenues derived from the System is on a parity in all respects with the lien securing the Borrower’s (i) Series 2009B Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated August 28, 2009, issued in the original principal amount of \$7,640,000.00; (ii) Series 2014 Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated April 29, 2014, issued in the original principal amount of \$50,300,000.00; (iii) Utility System Revenue Note, Series 2015 dated March 10, 2015, issued in the original principal amount of \$17,505,000.00; (iv) Utility System Revenue Note, Series 2016 dated May 19, 2016, issued in the original principal amount of \$9,380,000.00; (v) Series 2017 Drinking Water SRF Promissory Note to Oklahoma Water Resources Board dated January 31, 2017, issued in the original principal amount of \$31,000,000.00; (vi) Series 2018 Promissory Note to Oklahoma Water Resources Board dated July 18, 2018, issued in the original principal amount of \$12,000,000.00; and (vii) Series 2022 Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated November 4, 2022, issued in the original principal amount of \$15,000,000.00; (collectively, the “Existing Indebtedness”); and

WHEREAS, it is the Borrower’s intent to eventually fund the cost of the Project through the issuance of tax-exempt debt obligations; and

WHEREAS, the Borrower desires to initially fund certain costs pertaining to the Project out of the Borrower’s cash reserves; and

WHEREAS, the Borrower further desires to declare its official intent to reimburse itself with the proceeds of tax-exempt debt incurred by the Borrower, as required by Section 1.150-2 of the Treasury Regulations promulgated pursuant to Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, it is the desire of the Borrower to authorize the execution and delivery of any and all documents necessary or attendant to the issuance of the 2024 Note.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE NORMAN UTILITIES AUTHORITY, CLEVELAND COUNTY, OKLAHOMA:

Section 1. Application. The Borrower shall file an Application(s) with the Oklahoma Water Resources Board seeking financial assistance through the OWRB Clean Water State Revolving Fund Program; and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized to execute said Application(s) for and on behalf of the Borrower. The Borrower is further authorized to advance to the Oklahoma Water Resources Board the necessary application fees in connection with the referenced Application(s).

R-2324-119

Section 2. Reimbursement. The Borrower intends to initially fund certain capital costs in connection with the Project from the Borrower's funds. The Borrower reasonably expects to reimburse any Borrower funds expended with the proceeds of subsequent debt to be incurred by the Borrower. The Borrower anticipates issuing debt for the Project in one or more series in an aggregate amount not to exceed approximately \$5,000,000.00. Said reimbursement may be funded by one or more debt issuances and may be funded as a component of a larger debt issuance for multiple projects. This Resolution constitutes a declaration of official intent as is required pursuant to Section 1.150-2 of the Treasury Regulations promulgated pursuant to Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended.

Section 3. Issuance of Note. The Borrower is hereby authorized to accept said loan and issue its 2024 Note payable to the Board and secured by a pledge of revenue derived from the operation of the System, said pledge of revenue being subject and subordinate in all respects to the pledge of revenue in favor of the Conservancy District Contract, and said pledge of revenue being on a parity with the pledge of revenue in favor of the Existing Indebtedness, all as referenced above. The officers of the Borrower are hereby authorized and directed to execute said 2024 Note and to do any and all lawful things to effect said loan and secure said loan from the Board, provided that the principal amount of the 2024 Note shall be \$5,000,000, and the rate of interest on the 2024 Note shall be a fixed rate of interest not to exceed four percent (4.0%) per annum inclusive of administrative fees of one half of one percent (1/2%), and the maturity of the 2024 Note shall be not later than thirty (30) years following the date the Project is completed. The Chairman or Vice Chairman is authorized to execute a Certificate of Determination establishing the interest rate and preliminary principal payment schedule for the 2024 Note.

Section 4. Execution of Loan Agreement for Clean Water SRF Loan. The Loan Agreement for Clean Water SRF Loan by and between the Borrower and the Board (the "Loan Agreement") is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized to execute same for and on behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said Loan Agreement.

Section 5. Designation of Local Trustee and Execution of Trust Agreement. The Borrower hereby designates BancFirst, Oklahoma City, Oklahoma, to serve as local trustee (the "Local Trustee") of certain funds in relation to the 2024 Note. The Trust Agreement by and between the Borrower and the Local Trustee, pertaining to the 2024 Note (the "Trust Agreement") is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said Trust Agreement.

Section 6. Execution of Security Agreement. The Security Agreement by the Borrower in favor of the Board (the "Security Agreement"), whereby the Borrower gives a lien on the revenues of the System to the Board to secure payment of the 2024 Note is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Borrower, and do all other lawful things to carry out the terms and conditions of said Security Agreement.

Section 7. Covenants of Borrower. Until payment in full of the 2024 Note and performance of all obligations owing to the Board under the Loan Agreement and the instruments executed

R-2324-119

pursuant hereto, unless the Board shall otherwise consent in writing, the Borrower hereby represents its intent to abide by and carry out the covenants contained in the Security Agreement and the Loan Agreement, which covenants are incorporated herein in their entirety.

Section 8. Lease Agreement. The Amended Lease Agreement and Operation Maintenance Contract dated as of November 1, 1984, by and between the City and the Borrower (the “Lease Agreement”), whereby the City leased to the Borrower its presently existing and hereafter acquired water and sanitary sewer systems and whereby the Borrower agreed to operate and maintain the same, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2024 Note is paid.

Section 9. Project Costs Disbursement Account; Fees and Expenses. The Borrower is authorized to establish an account or accounts as necessary to serve as the Project Costs Disbursement Account described in the Loan Agreement. Upon closing of the referenced loan, the officers of the Borrower are hereby authorized to disburse (from loan proceeds or other available funds of the Borrower) those fees and expenses set forth on Exhibit “A” hereto, together with such other fees and expenses as will be set forth on the Borrower’s Closing Order to be executed in connection with the closing of the financing referenced herein.

Section 10. Professional Service Agreement. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized and directed on behalf of the Borrower to execute a professional services agreement with The Public Finance Law Group PLLC and the Floyd & Driver, PLLC, as Co-Bond Counsel.

Section 11. Necessary Action. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby further authorized on behalf of the Borrower to accept, receive, execute, attest, seal and deliver the above mentioned documents and all additional documentation, certifications and instruments and to take such further actions as may be required in connection with the transactions contemplated hereby, and are further authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Borrower, the execution and delivery of such documents being conclusive as to the approval of any terms contained therein.

[Remainder of Page Left Blank Intentionally]

R-2324-119

ADOPTED AND APPROVED THIS 13TH DAY OF FEBRUARY, 2024.

NORMAN UTILITIES AUTHORITY

Chairman

ATTEST:

Secretary

(SEAL)

R-2324-119

CERTIFICATE
OF
AUTHORITY ACTION

I, the undersigned, hereby certify that I am the duly and acting Secretary of the Norman Utilities Authority.

I further certify that the Trustees of the Norman Utilities Authority held a Regular Meeting at 6:30 o'clock P.M., on February 13, 2024, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Trustees at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Trustees present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved, and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 13TH DAY OF FEBRUARY, 2024.

NORMAN UTILITIES AUTHORITY

(SEAL)

Secretary

R-2324-119

EXHIBIT "A"

Fees and Expenses Paid at Closing

The Public Finance Law Group PLLC	
Legal Fee and Out-of-Pocket Expenses	\$25,000.00
Floyd & Driver, PLLC	
Legal Fee and Out-of-Pocket Expenses	\$22,500.00
Municipal Finance Services, Inc.	
Financial Advisor Fee and Out-of-Pocket Expenses	\$26,500.00
BancFirst	
Trustee Bank Acceptance Fee	\$500.00

File Attachments for Item:

19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-120: A RESOLUTION OF THE CITY OF NORMAN, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE NORMAN UTILITIES AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF A CLEAN WATER SRF PROMISSORY NOTE OF THE AUTHORITY TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING AN AMENDED LEASE AGREEMENT WHEREBY THE CITY LEASES ITS WATER AND SANITARY SEWER SYSTEMS TO THE AUTHORITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/13/2024

REQUESTER: Honorable Mayor and City Council Members

PRESENTER: Anthony Francisco, Finance Director/NUA Treasurer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2324-120: A RESOLUTION OF THE CITY OF NORMAN, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE NORMAN UTILITIES AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF A CLEAN WATER SRF PROMISSORY NOTE OF THE AUTHORITY TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING AN AMENDED LEASE AGREEMENT WHEREBY THE CITY LEASES ITS WATER AND SANITARY SEWER SYSTEMS TO THE AUTHORITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

BACKGROUND:

The Oklahoma Water Resources Board (OWRB), acting as the agent of the U.S. Environmental Protection Agency (EPA) and the Oklahoma legislature, has administered a Statewide Water Development Revolving Fund loan program (SRF) for many years. These programs provide financial assistance for municipalities to make infrastructural improvements to their water and wastewater reclamation (formerly sewer or wastewater) systems to comply with federal and state drinking water and pollution control standards. The Norman Utilities Authority (NUA) has participated on several occasions in the Oklahoma Water Resources Board's Statewide Revolving Fund loan program and has benefitted from the lower interest rates and favorable terms in the program.

The fiscal year 2022-2023 Wastewater Reclamation Fund budget allocated \$2,917,450 for the replacement of the dewatering centrifuge equipment and \$333,480 for renovation of the Wastewater Reclamation Facility Main Control Building. These projects are in preliminary phases. The fiscal year 2023-2024 Wastewater Reclamation Fund budget allocated \$850,000 for a new storage building at the Wastewater Reclamation Facility. This project has not begun yet.

Utilities Engineering and Wastewater Reclamation Division staff have determined that the cash flow status of the Wastewater Reclamation Fund can be improved by financing these projects

over time, using SRF loan funds, rather paying for the projects up front. The projects would appear to qualify for SRF financing.

DISCUSSION:

The attached resolutions would authorize the NUA Chair and staff to apply for an SRF Loan or Loans in an amount up to \$5,000,000 to finance the Wastewater Reclamation Facility projects over time. The loan(s) would be repaid from Wastewater Reclamation user fee revenues. The Resolutions would also authorize the execution of loan documents to implement the loan(s), and would re-appoint BancFirst as the Local Trustee for the loan, and Public Finance Law Group and Floyd and Driver, PLLC as bond counsel for the loans.

Resolution R-2324-120 is a Resolution of the City of Norman, authorizing the Norman Utilities Authority to enter into the SRF Loan ("Promissory Note") with the Oklahoma Water Resources Board, and approving other related documents.

Resolution R-2223-119 is a Resolution of the Norman Utilities Authority, agreeing to file an application with the OWRB in an amount up to \$5,000,000; approving the issuance of a Promissory Note and Funding Agreement; and approving covenants, professional service agreements and other related documents and provisions.

The NUA will apply for funding of the project through the SRF Program, upon the approval of the Trustees/Council.

RECOMMENDATION:

It is recommended that the Resolution R-2324-120 be adopted, authorizing the NUA to apply for the loan through the Oklahoma Water Resources Board Statewide Revolving Fund Loan Program.

R-2324-120
Resolution

A RESOLUTION OF THE CITY OF NORMAN, OKLAHOMA (THE “CITY”) APPROVING ACTION TAKEN BY THE NORMAN UTILITIES AUTHORITY (THE “AUTHORITY”) AUTHORIZING ISSUANCE, SALE AND DELIVERY OF A CLEAN WATER SRF PROMISSORY NOTE OF THE AUTHORITY TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING AN AMENDED LEASE AGREEMENT WHEREBY THE CITY LEASES ITS WATER AND SANITARY SEWER SYSTEMS TO THE AUTHORITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Norman Utilities Authority (the “Authority”) did, by its Resolution adopted February 13, 2024, authorize the issuance, sale and delivery of its Series 2024 Clean Water SRF Promissory Note to Oklahoma Water Resources Board; and

WHEREAS, the City Council of The City of Norman, Oklahoma (the “City”) hereby determines that the actions taken by the Authority should be authorized and approved; and

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the City Council of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

SECTION 1. Issuance of Note. That the issuance, sale and delivery of the Norman Utilities Authority, Cleveland County, Oklahoma, Series 2024 Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the principal amount of \$5,000,000 (the “2024 Note”), all as approved by said Authority on February 13, 2024, be and hereby is authorized, approved and ratified.

SECTION 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the 2024 Note and all other aspects of the transaction be and are hereby authorized, approved and ratified.

SECTION 3. Lease Agreement. The Amended Lease Agreement and Operation and Maintenance Contract dated as of November 1, 1984, by and all between the City and the Authority (the “Lease Agreement”), whereby the City leased to the Authority its presently existing and hereafter acquired water and sanitary sewer systems and whereby the Authority agreed to operate and maintain the same, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2024 Note is paid.

SECTION 4. Necessary Action. That the Mayor or Mayor Pro Tem and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of

R-2324-120

the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the 2024 Note and all other aspects of the transaction.

[Remainder of Page Left Blank Intentionally]

R-2324-120

PASSED AND APPROVED THIS 13TH DAY OF FEBRUARY, 2024.

THE CITY OF NORMAN, OKLAHOMA

By _____
Mayor

ATTEST:

By _____
City Clerk

(SEAL)

CERTIFICATE
OF
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of The City of Norman, Oklahoma.

I further certify that the City Council of The City of Norman, Oklahoma, held a Regular Meeting at 6:30 o'clock p.m., on February 13, 2024, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said City Council at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Council Members present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 13TH DAY OF FEBRUARY, 2024.

THE CITY OF NORMAN, OKLAHOMA

(SEAL)

City Clerk

File Attachments for Item:

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-123: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$307,077 FROM THE GENERAL FUND BALANCE TO THE FIRE SUPPRESSION: SERVICE EQUIPMENT-FIRE TRUCKS ACCOUNT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 02/13/2024

REQUESTER: Travis King

PRESENTER: Travis King, Fire Chief

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-123: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$307,077 FROM THE GENERAL FUND BALANCE TO THE FIRE SUPPRESSION: SERVICE EQUIPMENT-FIRE TRUCKS ACCOUNT.

BACKGROUND:

In the fiscal year 2023-2024 (FYE 2024) budget, the purchase of two replacement fire apparatus was approved from an additional budget allocation of General Fund revenue. The amount budgeted for these apparatus was \$830,100 each, based on the estimated Houston-Galveston Area Council (HGAC) bid price at the time the FYE 24 budget was adopted. The cost of the apparatus has increased to \$999,969.84 each, leaving an additional appropriation necessary to purchase and equip them.

DISCUSSION:

The Council has approved the use of the HGAC bid prices for fire apparatus purchases for several years, in satisfaction of the competitive bidding requirements of the City Code, Section 12-204(b)(4). By utilizing the HGAC contract to purchase the apparatus and the discount offered by Sutphen Fire Trucks, LLC by making an eighty percent (80%) down payment, the price of the apparatus is lowered to \$938,638.36 each, a savings of \$61,331.48 per truck from the higher HGAC bid price. The cost of "loose equipment" for each apparatus (equipment that is not attached to the apparatus, identified as necessary after the purchase, such as hoses and nozzles, axes, radios, breathing apparatus, etc.) is approximately \$45,000. The cost to purchase and equip two new fire apparatus would be \$1,967,276.72. The amount currently available is \$1,660,200 leaving an additional amount of \$307,076.72 needed.

RECOMMENDATION:

Staff recommends the approval of Resolution R-2324-123 for the appropriation of \$307,077 from the General Fund Balance (account number 10-29000) to Fire Suppression: Service Equipment-Fire Trucks (account number 10664143-45005).

Resolution

R-2324-123

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$307,077 FROM THE GENERAL FUND BALANCE TO THE FIRE SUPPRESSION: SERVICE EQUIPMENT-FIRE TRUCKS ACCOUNT.

- § 1. WHEREAS, Council approved the purchase of two replacement fire apparatus in the FYE 2024 budget; and
- § 2. WHEREAS, due to the higher than anticipated inflation, the cost of the apparatus has increased causing a deficit; and
- § 3. WHEREAS, by utilizing the HGAC contract to purchase the apparatus and the discount that the City receives from Sutphen Fire Trucks, L.L.C., there is a substantial savings, but that still leaves a balance of \$307,077 that will be needed to complete the purchase.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That the following appropriation be made for reason as stated above:

Account Name	Losing Account	Gaining Account	Amount
Fire Suppression: Service Equipment-Fire Trucks	10-29000	10664143-45005	\$307,077

PASSED AND ADOPTED this 12th day of February, 2024.

Mayor

ATTEST:

City Clerk



File Attachments for Item:

21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-83: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE MIXED USE DESIGNATION AND LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE MIXED USE DESIGNATION, REMOVE FROM THE FUTURE URBAN SERVICE AREA AND PLACE THE SAME IN THE CURRENT URBAN SERVICE AREA, AND REMOVE FROM SPECIAL PLANNING AREA 7 (SPA-7) DESIGNATION. (EAST OF US HIGHWAY 77, SOUTH OF EAST CEDAR LANE ROAD, AND NORTH OF POST OAK ROAD)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/13/2024

REQUESTER: Wiggin Properties, L.L.C.

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-83: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE MIXED USE DESIGNATION AND LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE MIXED USE DESIGNATION, REMOVE FROM THE FUTURE URBAN SERVICE AREA AND PLACE THE SAME IN THE CURRENT URBAN SERVICE AREA, AND REMOVE FROM SPECIAL PLANNING AREA 7 (SPA-7) DESIGNATION. (EAST OF US HIGHWAY 77, SOUTH OF EAST CEDAR LANE ROAD, AND NORTH OF POST OAK ROAD)

SUMMARY OF REQUEST: Wiggin Properties, L.L.C. is proposing a PUD, Planned Unit Development, on a 151 acre property. The proposed development will include commercial/retail and office spaces and a resort destination with camping/glamping and RV spaces. This proposal requires rezoning from I-1, Light Industrial District, to PUD, Planned Unit Development. This proposal also requires a NORMAN 2025 Land Use Plan Amendment to remove Special Planning Area 7 (SPA-7) and an amendment from Future Urban Service Area to Current Urban Service Area.

STAFF ANALYSIS: For changes in classification under the NORMAN 2025 Land Use and Transportation Plan, the following information is forwarded for consideration.

The role of the NORMAN 2025 Plan in the City's ongoing and diverse planning activities states the document must be flexible, and that it is updated and amended periodically. The Plan defines the desired land use patterns for use and development of all private sector properties. This Plan will serve as a policy guide for zoning and planning requests as they are presented to the Planning Commission and City Council.

1. ***Has there been a change in circumstances resulting from development of the properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest?*** Since the adoption of the NORMAN 2025 Land

Use Plan, this area has seen many changes in development. Destin Landing, an approximately 762 acre development directly east of the subject property, was approved as a mixed use development. Platting of Destin Landing is moving forward but construction has not started to date. Armstrong Bank recently received approval for a mixed use development north and west of the subject tract along Hwy 77 and 24th Avenue SE. The intersection of Classen Blvd. and E. Cedar Lane Road has seen development recently. The SW corner has been developed as a Take 5 oil change location. The SE corner has been developed as a car wash and a Wal-Mart Supercenter. The property directly north of the subject tract has been developed into the Links Apartments and Golf Course.

2. ***Is there a determination that the proposed change would not result in adverse land use or adverse traffic impacts to surrounding properties or the vicinity?*** The proposed development warrants a traffic signalization of the US-77/Classen Blvd. with the realigned 24th Avenue SE. This signal is crucial to accommodate the traffic to be generated by the site. The City Traffic Engineer does not anticipate negative traffic impacts.

Remove Special Planning Area 7:

A portion of the subject property is designated as Mixed Use, within SPA-7, as shown on the NORMAN 2025.

The properties located within SPA-7 are required to meet the following conditions to allow for the redevelopment of this area:

- A unified overall master development plan for the entire area, to be approved by the city before development of the area could commence that includes well-planned, mutually supportive uses containing a mixture of employment and commercial uses, as well as different densities and types of supporting residential uses. Residential uses shall comprise at least forty percent of the land area contained in the Special Planning Area.
- A plan that adequately addresses specific design aspects unique to the area's location and surroundings, such as the design relationship and connections to the planned residential areas to the east, overall mix of uses, and design treatments of the site, landscaping, signage, and buildings.
- A plan that assures appropriate ingress and egress so as to mitigate the potential traffic impacts on Highway 77.

Since the time this property and the surrounding properties were placed in SPA-7 with the adoption of the NORMAN 2025 Plan, this area has developed differently than originally planned with SPA-7. The land to be included has not been under the same ownership to create a unified master plan. The portion of SPA-7 on the east side of 24th Ave. S.E. was rezoned to a Planned Unit Development with Ordinance No. O-0809-24 to allow for a multi-family development surrounded by a golf course. It was determined this was suitable to be removed from SPA-7 because it was still creating a buffer between more intense uses along Highway 77 and the anticipated low density residential development to the east, now known as Destin Landing.

The proposed development on the subject tract for this application has a design that is unique to the surroundings. The applicant is utilizing the landscape as an amenity, including an aerial adventure park and trails around the pond. Much of the proposed development will be a low impact use on land left in its natural state. This will also help create a buffer between the residential uses to the east.

Growth Area Boundary Change from Future to Current Urban Service Area:

An integral part of the NORMAN 2025 Land Use and Transportation Plan is the continued designation of various Growth Areas related to the character, density and level of appropriate public services. The Growth Areas are designated as part of the ongoing effort to accomplish the Goals and Policies related to managing the location of growth in relation to infrastructure and the suitability of land for development.

The following criteria shall apply and set requirements for changes in Growth Area Boundaries:

1. ***The area proposed for change is contiguous to the Current Urban Service Area and constitutes a logical and cohesive service area expansion.*** The area directly north of the proposed development (Links Apartments and Golf Course), the recently approved Armstrong Bank project (to the northwest), are in the Current Urban Service Area.
2. ***The request for amendment demonstrates that the subject area has been provided, or will be at the time of development, with complete infrastructure systems. At a minimum, these systems will consist of:***
 - a. ***Additional sanitary sewer collection and treatment capacity needed to serve the expanded area.*** The proposed development is located within the service area for the Post Oak Lift Station which has sufficient capacity and was designed to serve this area. Additionally, the existing Water Reclamation Facility has sufficient capacity for the proposed development. Sewer line extensions within the development will be required for service as typical for development and as proposed by the applicant.
 - b. ***Water service with adequate pressure for fire-fighting.*** The proposed development is adjacent to 12-inch water mains able to provide adequate flow and pressure. Water line extensions along street frontages and through the development will be required as typical for development and as proposed by the applicant.
 - c. ***Adequate storm drainage to insure that the proposed development will not create downstream drainage problems.*** The applicant has proposed to use the existing pond for detention.
 - d. ***Access to at least one arterial street connecting the subject area to the Current Urban Service Area.*** Highway 77, or Classen Blvd., on the west side of the subject property and 24th Ave. S.E. on the east side of the subject property both connect the subject area to the Current Urban Service Area.

CONCLUSION: Staff forwards this request for amendment of the NORMAN 2025 Land Use Plan from Mixed Use Designation and Low Density Residential Designation to Mixed Use Designation, to remove Special Planning Area 7 (SPA-7) and amendment of the Future Urban Service Area to Current Urban Service Area as Resolution No. R-2324-83 for consideration by Planning Commission and recommendation to City Council.

At their meeting of December 14, 2023, Planning Commission recommended adoption of Resolution No. R-2324-83 by a vote of 8-0.

R-2324-83

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE MIXED USE DESIGNATION AND LOW DENSITY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE MIXED USE DESIGNATION, REMOVE FROM THE FUTURE URBAN SERVICE AREA AND PLACE THE SAME IN THE CURRENT URBAN SERVICE AREA, AND REMOVE FROM SPECIAL PLANNING AREA 7 (SPA-7) DESIGNATION. (EAST OF US HIGHWAY 77, SOUTH OF EAST CEDAR LANE ROAD, AND NORTH OF POST OAK ROAD)

- § 1. WHEREAS, the Council of the City of Norman recognizes citizens' concerns about the future development of Norman; and
- § 2. WHEREAS, the City Council at its meeting of November 16, 2004, reviewed and adopted the NORMAN 2025 Land Use and Transportation Plan, with an effective date of December 16, 2004; and
- § 3. WHEREAS, Wiggin Properties, L.L.C. has requested that the following described property be removed from the Mixed Use Designation and Low Density Residential Designation and placed in the Mixed Use Designation, be moved from Future Urban Service Area and placed in the Current Urban Service Area, and be removed from Special Planning Area 7 (SPA-7) Designation for the hereinafter described property, to wit:

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, LYING EAST OF THE US HIGHWAY NO. 77 EAST RIGHT OF WAY AND SOUTH OF A LINE DESCRIBED AS BEING PARALLEL TO AND 2599.24 FEET SOUTH OF THE NORTH SECTION LINE OF SAID NE/4; ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE S 00°00'24" W, ON THE EAST LINE OF THE NE/4 OF SAID SECTION 16 FOR A DISTANCE OF 2599.24 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF SOUTH LAKE INDUSTRIAL PARK ADDITION; THENCE S 00°00'24" W ON THE EAST LINE OF SAID NE/4 FOR A DISTANCE OF 41.65 FEET TO

Resolution No. R-2324-83

Page 2

THE SOUTHEAST CORNER OF SAID NE/4; THENCE S 89°18'32" W ON THE SOUTH LINE OF SAID NE/4 FOR A DISTANCE OF 614.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF US HIGHWAY NO. 77; THENCE N 27°35'11" W ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 44.60 FEET TO A POINT ON THE SOUTH LINE OF SOUTH LAKE INDUSTRIAL PARK ADDITION; THENCE N 89°08'24" E ON SAID SOUTH LINE FOR A DISTANCE OF 635.17 FEET TO THE POINT OF BEGINNING;

AND,

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, LYING EAST AND NORTH OF THE US HIGHWAY NO. 77 RIGHT OF WAY; ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SE/4; THENCE S 00°00'24" W ON THE EAST LINE OF THE SE/4 FOR A DISTANCE OF 1004.18 FEET; THENCE S 62°24'49" W FOR A DISTANCE OF 77.90 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF US HIGHWAY NO. 77; THENCE N 27°35'11" W, ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 300.00 FEET; THENCE N 28°32'28" W ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 300.04 FEET; THENCE N 27°35'11" W ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 567.94 FEET TO A POINT ON THE NORTH LINE OF SAID SE/4; THENCE N 89°18'32" E ON SAID NORTH LINE FOR A DISTANCE OF 614.49 FEET TO THE POINT OF BEGINNING;

AND,

PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SW/4; THENCE N 89°53'33" W ALONG THE SOUTH LINE OF SAID SW/4 A DISTANCE OF 100.00 FEET; THENCE N 00°00'07" E AND PARALLEL WITH THE EAST LINE OF SAID SW/4 A DISTANCE OF 363.00 FEET; THENCE N 89°53'33" W AND PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 750.00 FEET; THENCE S 00°00'07" W AND PARALLEL WITH SAID EAST LINE A DISTANCE OF 363.00 FEET TO A POINT ON SAID SOUTH LINE; THENCE N 89°53'33" W ALONG SAID SOUTH LINE A DISTANCE OF 1076.44 FEET; THENCE N 27°30'23" W A DISTANCE OF 1538.58 FEET TO A POINT ON THE WEST LINE OF SAID SW/4; THENCE N 00°01'19" W ALONG SAID WEST LINE A DISTANCE OF 1278.03 FEET TO THE NORTHWEST CORNER OF SAID SW/4; THENCE S 89°44'29" E ALONG THE NORTH LINE OF SAID SW/4 A DISTANCE OF 2637.64 FEET TO THE NORTHEAST CORNER OF SAID SW/4; THENCE S 00°00'07" W

Resolution No. R-2324-83

Page 3

ALONG THE EAST LINE OF SAID SW/4 A DISTANCE OF 2634.38 FEET
TO THE POINT OF BEGINNING.

Said tract of land containing 151 acres, more or less.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN,
OKLAHOMA:

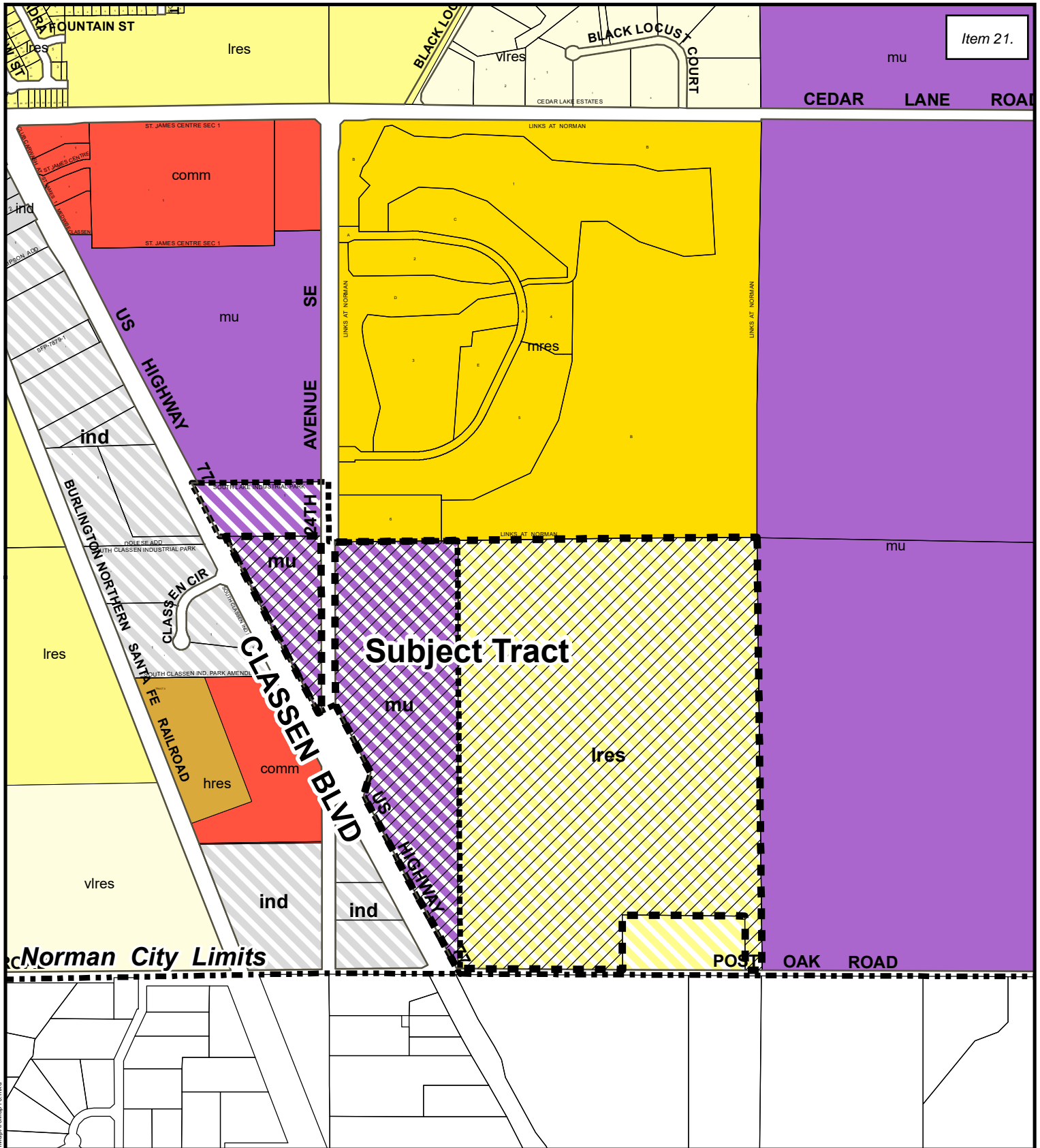
- § 4. That the Council of the City of Norman recognizes the need to control the future growth of the City of Norman; and, that after due consideration has determined that the requested amendment to the NORMAN 2025 Land Use and Transportation Plan should be adopted, and does hereby approve the requested designation.

PASSED AND ADOPTED this _____ day of _____, 2024.

(Mayor)

ATTEST:

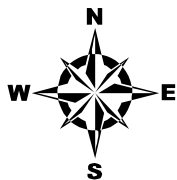
(City Clerk)



Norman 2025 Land Use Plan




Map Produced by the City of Norman
Geographic Information System.
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.



November 2, 2023

0 400 800 Ft.

 Subject Tract

Applicant: Wiggin Properties, L.L.C.

Project Location: NE corner of Classen Blvd. and Post Oak Road

Case Number: PD 23-33

Time: 5:30 p.m.

Applicant Representative: Libby Smith, Gunner Joyce, & Sean Rieger, with Rieger Law Group

Attendees:

Ron and Mary Musgrave
Kale Streeter
Mark Cox
Rita Cox
Erica Bird
John Nelly

City Staff:

Melissa Navarro, Planner II
Whitney Kline, Admin Tech III
Beth Muckala, Assistant City Attorney

Application Summary:

A request to amend the NORMAN 2025 Land Use and Transportation Plan, replatting, and rezone from I-1, Light Industrial District to PUD, Planned Unit Development to allow mixed use for a resort with camping, natural amenities and adventure park.

Neighbor's Comments/Concerns/Responses:

The applicant presented the project layout and details. Neighbors were concerned about access, traffic, drainage, and transportation. The applicant addressed the concerns and explained how they need to meet all the City requirements. Some neighbors showed their support for the project, as they pointed out the lack of entertainment options in the area.

RESOLUTION NO. R-2324-83

ITEM NO. 10

STAFF REPORT

ITEM: Wiggin Properties, L.L.C. request amendment of the NORMAN 2025 Land Use & Transportation Plan from Mixed Use Designation and Low Density Residential Designation to Mixed Use Designation, change from Future Urban Service Area to Current Urban Service Area, and removal from Special Planning Area 7 (SPA-7), for approximately 151 acres of property located East of US Highway 77, South of East Cedar Lane Road, and North of Post Oak Road.

SUMMARY OF REQUEST: Wiggin Properties, L.L.C. is proposing a PUD, Planned Unit Development, on a 151 acre property. The proposed development will include commercial/retail and office spaces and a resort destination with camping/glamping and RV spaces. This proposal requires rezoning from I-1, Light Industrial District, to PUD, Planned Unit Development. This proposal also requires a NORMAN 2025 Land Use Plan Amendment to remove Special Planning Area 7 (SPA-7) and an amendment from Future Urban Service Area to Current Urban Service Area.

STAFF ANALYSIS: For changes in classification under the NORMAN 2025 Land Use and Transportation Plan, the following information is forwarded for consideration.

The role of the NORMAN 2025 Plan in the City's ongoing and diverse planning activities states the document must be flexible, and that it is updated and amended periodically. The Plan defines the desired land use patterns for use and development of all private sector properties. This Plan will serve as a policy guide for zoning and planning requests as they are presented to the Planning Commission and City Council.

1. ***Has there been a change in circumstances resulting from development of the properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest?*** Since the adoption of the NORMAN 2025 Land Use Plan, this area has seen many changes in development. Destin Landing, an approximately 762 acre development directly east of the subject property, was approved as a mixed use development. Platting of Destin Landing is moving forward but construction has not started to date. Armstrong Bank recently received approval for a mixed use development north and west of the subject tract along Hwy 77 and 24th Avenue SE. The intersection of Classen Blvd. and E. Cedar Lane Road has seen development recently. The SW corner has been developed as a Take 5 oil change location. The SE corner has been developed as a car wash and a WalMart Supercenter. The property directly north of the subject tract has been developed into the Links Apartments and Golf Course.

2. ***Is there a determination that the proposed change would not result in adverse impacts or adverse traffic impacts to surrounding properties or the vicinity?*** The proposed development warrants a traffic signalization of the US-77/Classen Blvd. with the realigned 24th Avenue SE. This signal is crucial to accommodate the traffic to be generated by the site. The City Traffic Engineer does not anticipate negative traffic impacts.

Remove Special Planning Area 7:

A portion of the subject property is designated as Mixed Use, within SPA-7, as shown on the NORMAN 2025.

The properties located within SPA-7 are required to meet the following conditions to allow for the redevelopment of this area:

- A unified overall master development plan for the entire area, to be approved by the city before development of the area could commence that includes well-planned, mutually supportive uses containing a mixture of employment and commercial uses, as well as different densities and types of supporting residential uses. Residential uses shall comprise at least forty percent of the land area contained in the Special Planning Area.
- A plan that adequately addresses specific design aspects unique to the area's location and surroundings, such as the design relationship and connections to the planned residential areas to the east, overall mix of uses, and design treatments of the site, landscaping, signage, and buildings.
- A plan that assures appropriate ingress and egress so as to mitigate the potential traffic impacts on Highway 77.

Since the time this property and the surrounding properties were placed in SPA-7 with the adoption of the NORMAN 2025 Plan, this area has developed differently than originally planned with SPA-7. The land to be included has not been under the same ownership to create a unified master plan. The portion of SPA-7 on the east side of 24th Ave. S.E. was rezoned to a Planned Unit Development with Ordinance No. O-0809-24 to allow for a multi-family development surrounded by a golf course. It was determined this was suitable to be removed from SPA-7 because it was still creating a buffer between more intense uses along Highway 77 and the anticipated low density residential development to the east, now known as Destin Landing.

The proposed development on the subject tract for this application has a design that is unique to the surroundings. The applicant is utilizing the landscape as an amenity, including an aerial adventure park and trails around the pond. Much of the proposed development will be a low impact use on land left in its natural state. This will also help create a buffer between the residential uses to the east.

Growth Area Boundary Change from Future to Current Urban Service Area:

An integral part of the NORMAN 2025 Land Use and Transportation Plan is the continued designation of various Growth Areas related to the character, density and level of appropriate public services. The Growth Areas are designated as part of the ongoing effort to accomplish the Goals and Policies related to managing the location of growth in relation to infrastructure and the suitability of land for development.

The following criteria shall apply and set requirements for changes in Growth Area Bound

1. ***The area proposed for change is contiguous to the Current Urban Service Area and constitutes a logical and cohesive service area expansion.*** The area directly north of the proposed development (Links Apartments and Golf Course), the recently approved Armstrong Bank project (to the northwest), are in the Current Urban Service Area.
2. ***The request for amendment demonstrates that the subject area has been provided, or will be at the time of development, with complete infrastructure systems. At a minimum, these systems will consist of:***
 - a. ***Additional sanitary sewer collection and treatment capacity needed to serve the expanded area.*** The proposed development is located within the service area for the Post Oak Lift Station which has sufficient capacity and was designed to serve this area. Additionally, the existing Water Reclamation Facility has sufficient capacity for the proposed development. Sewer line extensions within the development will be required for service as typical for development and as proposed by the applicant.
 - b. ***Water service with adequate pressure for fire-fighting.*** The proposed development is adjacent to 12-inch water mains able to provide adequate flow and pressure. Water line extensions along street frontages and through the development will be required as typical for development and as proposed by the applicant.
 - c. ***Adequate storm drainage to insure that the proposed development will not create downstream drainage problems.*** The applicant has proposed to use the existing pond for detention.
 - d. ***Access to at least one arterial street connecting the subject area to the Current Urban Service Area.*** Highway 77, or Classen Blvd., on the west side of the subject property and 24th Ave. S.E. on the east side of the subject property both connect the subject area to the Current Urban Service Area.

CONCLUSION: Staff forwards this request for amendment of the NORMAN 2025 Land Use Plan from Mixed Use Designation and Low Density Residential Designation to Mixed Use Designation, to remove Special Planning Area 7 (SPA-7) and amendment of the Future Urban Service Area to Current Urban Service Area as Resolution No. R-2324-83 for consideration by Planning Commission and recommendation to City Council.



CITY OF NORMAN, OK PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, December 14, 2023 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 14th day of December, 2023.

Notice and agenda of the meeting were posted at the Norman Municipal Building and online at <https://norman-ok.municodemeetings.com> at least twenty-four hours prior to the beginning of the meeting.

Chair Erica Bird called the meeting to order at 6:30 p.m.

ROLL CALL

PRESENT

Cameron Brewer
Steven McDaniel
Liz McKown
Kevan Parker
Erica Bird
Jim Griffith
Maria Kindel
Michael Jablonski

ABSENT

Doug McClure

A quorum was present.

STAFF PRESENT

Jane Hudson, Planning Director
Lora Hoggatt, Planning Services Manager
Melissa Navarro, Planner II
Roné Tromble, Admin. Tech. IV
Kathryn Walker, City Attorney
Beth Muckala, Assistant City Attorney
Todd McLellan, Development Engineer
David Riesland, Transportation Engineer
Awet Frezgi, Traffic Engineer
Bryce Holland, Multimedia Specialist

NORMAN 2025, PUD, ROW Closure, & Preliminary Plat

12. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Resolution No. R-2324-83: Wiggin Properties, L.L.C. requests amendment of the NORMAN 2025 Land Use and Transportation Plan from Mixed Use Designation and Low Density Residential Designation to Mixed Use Designation, change from Future Urban Service Area to Current Urban Service Area, and removal from Special Planning Area 7 (SPA-7), for approximately 151 acres of property located East of US Highway 77, South of East Cedar Lane Road, and North of Post Oak Road.

ITEMS SUBMITTED FOR THE RECORD:

1. NORMAN 2025 Map
2. Staff Report
3. Pre-Development Summary

13. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Ordinance No. O-2324-33: Wiggin Properties, L.L.C. requests rezoning from I-1, Light Industrial District, to PUD, Planned Unit Development, for approximately 151 acres of property located East of US Highway 77, South of East Cedar Lane Road, and North of Post Oak Road.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. PUD Narrative with Exhibits A-E
4. Site Plan

14. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Ordinance No. O-2324-34: Wiggin Properties, L.L.C. requests closure of a portion of the statutory right-of-way of 24th Avenue S.E. lying between E. Cedar Lane Road and E. Post Oak Road.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Request to Close Right-of-Way with Attachments
4. Letters from Utilities

15. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of PP-2324-11: Consideration of a Preliminary Plat submitted by D. Alan Haws, Inc. and Arkeno Development, L.L.C. (Grubbs Consulting, L.L.C.) for LIBERTY POINT, A Planned Unit Development for approximately 151 acres of property located East of US Highway 77, South of East Cedar Lane Road, and North of Post Oak Road.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Site Plan

PRESENTATION BY STAFF: Lora Hoggatt reviewed the staff reports, copies of which are filed with the minutes. The objections from utility companies have all been withdrawn. The Transportation Impacts stated the recommendation is approval; this was based on the traffic report submitted, which consisted of two curb cuts on State Hwy 77 and one on Post Oak. The site plan shows a total of nine curb cuts. None of the cuts have received final approval from ODOT.

PRESENTATION BY THE APPLICANT: Gunner Joyce, Rieger Law Group, representing the applicant, presented the project, a mixed use resort development called Liberty Point.

Mr. Joyce reported that one protest was received from the Farzaneh family who owns the adjacent Destin Landing property. They met with them and have come up with 9 conditions they will add to the PUD: 1) No mobile home park. 2) No manufactured housing east of the pipeline (cabins); in the southern portion where there are cabins, there will be no manufactured housing within 200' of the property line. 3) An extra 50' landscaped buffer along the east, in addition to the existing 100' buffer. 4) Limitation to short-term rentals: 3 months maximum, with one 3-month extension. 5) Quality control on the types of vehicles allowed – restriction on good material and condition of the RV, and less than 10 years old. 6) Move the dumpster and parking lot on the northeast 50' to the west. 7) Show a mutual cross-sewer easement with Destin Landing on the plat. 8) Extend a water line down to the southeast corner. 9) ODOT approval of curb cuts on Highway 77 to be finalized before City Council vote.

Mr. Jablonski asked about the green space exhibit. Mr. Joyce said they are wanting to work with the natural landscape, but there may be areas of dead trees. It will be much greener than what is shown on the exhibit. Mr. Jablonski commented on Glacier National Park, where the spots were really close, but had a lot of undergrowth so you didn't see your neighbors.

Mr. Brewer asked where the aerial adventure park will be located. Mr. Joyce said it is on the southern portion. There will be 3 clubhouses in various locations, and a great lawn amphitheater.

Mr. Parker noted there is only one access crossing the pond. Mark Grubbs said there is access from the west, and access directly south of the pond, and a crossing between the two ponds. They did coordinate with Fire, and they were agreeable to the two points of access for the project.

Ms. Bird commented on the new condition 5, regarding the age of RVs. Ms. Kindel added that restored Airstreams are very popular. Ms. Muckala cautioned about restrictions that we accept into PUDs in the event the City is called on to enforce them. Mr. Joyce said the applicant agreed, and they are happy to make the condition just good material and condition, and take the year restriction off. Quality control will be imposed prior to City Council approval.

Mr. Brewer asked about trails throughout the site and connectivity from the RV sites to the commercial area, and whether the commercial buildings are oriented toward the highway or toward the interior street. Mr. Joyce responded that the project will be developed in three phases, with the commercial area being the final phase. The first phase will be the pond and the area east of the pond. The second phase will be the

remainder of the RV spaces. Mr. Grubbs added that there will be a sidewalk around the pond, trails in the greenspace on the west, and sidewalks along the streets.

AUDIENCE PARTICIPATION:

Jalal Farzaneh, 497 Manorhill Drive, thanked Mr. Rieger and Mr. Joyce for arranging a meeting with the applicant, where they addressed all of the concerns with his Destin Landing project to the east. There will be an additional buffer. They agreed to bring the water line to the southeast corner with the first phase. He can withdraw his objection and support the project, because it will add a lot to the quality of life in Norman, and spaces for people coming for OU game days.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Ms. Kindel spoke in support of the project. It is perfectly timed with changes going on in Norman, will provide the kind of development we need, and it can be used by residents. She thanked the applicant for being willing to add the conditions.

Mr. Brewer commented that SEC fans like to travel in RVs. This project is a luxury RV resort. He encouraged quality commercial development. He commended the creativity of the project.

Ms. Bird asked about the commercial site plans. Mr. Joyce responded they are sort of laid out to code requirements. They do not have end users in mind. The area was shown because of the preliminary plat requirements and SPA-7 requires a master plan.

Ms. Bird asked if the commercial area would have to be built exactly as shown, or amend the PUD. Ms. Muckala responded that the PUD ordinance contains the provision for administrative variances. Mr. Joyce explained that when this site plan is approved, they can build within the setbacks that were included in the PUD. The PUD ordinance allows percentage change. Ms. Bird asked if it is the intent to come back for a PUD amendment when they are ready to develop the commercial area. Mr. Joyce said it is not the intent; it is possible to build without rezoning.

Mr. Brewer asked the number of RV spots. Kale Streeter reported that Phase 1 is planned for 323 sites; there are 399 spots drawn on the site plan, and they will lose at least 30 on the east side with the 50' setback.

Mr. Parker commented that he would like the Fire Department to take another look at this with regard to access. He suggested maybe extending the street across the north. Ms. Bird asked if a road exists along the section line at the north. Mr. Joyce said there is not a road; a private road is proposed within this. Mr. Streeter stated they have contemplated a service road or emergency exit road on the far east side. The pond to the north, when full, goes up close to the property line.

Ms. Bird commented that her concerns with the commercial area are how much parking is provided, the access points and the connectivity. She is excited about the project and that it is in Norman. She likes the individual commercial lots, as opposed to a strip mall.

Motion made by McKown, seconded by Kindel, to recommend approval of Resolution No. R-2324-83, Ordinance No. O-2324-33, Ordinance No. O-2324-34, and PP-2324-11 to City Council.

Voting Yea: Brewer, McDaniel, McKown, Parker, Bird, Griffith, Kindel, Jablonski

The motion to recommend approval of Resolution No. R-2324-83, Ordinance No. O-2324-33, Ordinance No. O-2324-34, and PP-2324-11 to City Council passed by a vote of 8-0.

*

File Attachments for Item:

22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-33 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF US HIGHWAY 77, SOUTH OF EAST CEDAR LAND ROAD, AND NORTH OF POST OAK ROAD)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/13/2024

REQUESTER: Wiggin Properties, L.L.C.

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-33 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF US HIGHWAY 77, SOUTH OF EAST CEDAR LAND ROAD, AND NORTH OF POST OAK ROAD)

PROJECT OVERVIEW: The applicant, Wiggin Properties, L.L.C., is requesting rezoning to a Planned Unit Development, PUD, for approximately 151 acres on the northeast corner of the intersection of Classen Blvd. and Post Oak Rd. The subject property is currently zoned I-1, Light Industrial District. The applicant requests this rezoning to provide a location for a new recreation resort destination consisting of camping/glamping, outdoor activities, recreational vehicle reservation spaces with associated amenities and commercial/office development.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GBC23-29, November 21, 2023

Greenbelt forwards this item with the recommendation to save as many trees as possible.

PRE-DEVELOPMENT MEETING: PD23-33, September 28, 2023

The applicant presented the project layout and details. Neighbors were concerned about access, traffic, drainage, and transportation. The applicant addressed the concerns and explained how they need to meet all the City requirements. Some neighbors showed their support for the project, as they pointed out the lack of entertainment options in the area.

BOARD OF PARKS COMMISSIONERS MEETING:

This application was not required to go to the Board of Parks Commissioners. However, if the development does choose to move forward with a residential component, as outlined as a

possible use in the PUD Narrative, they will be required to meet any required parkland/fee-in-lieu requirements.

ZONING ORDINANCE CITATION:

SEC. 36-509 – PLANNED UNIT DEVELOPMENT

1. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan of record. The "PUD" Planned Unit Development district herein established is intended to provide for greater flexibility in the design of buildings, yards, courts, circulation, and open space than would otherwise be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit and which are not now required by other regulations. By permitting and encouraging the use of such procedures, the Planning Commission and City Council will be able to make more informed land use decisions and thereby guide development more effectively in the best interest of the health, safety, and welfare of the City.

Specifically, the purposes of this section are to encourage:

- (a) A maximum choice in the types of environment and living units available to the public.
- (b) Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
- (c) Maximum enhancement and minimal disruption of existing natural features and amenities.
- (d) Comprehensive and innovative planning and design of diversified developments which are consistent with the City's long range plan and remain compatible with surrounding developments.
- (e) More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- (f) Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.

The PUD (Planned Unit Development) Regulations are designed to provide for small and large scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development which is related to, and affects, the long term value of the homes and other development. A Planned Unit Development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

STAFF ANALYSIS: The particulars of this PUD include:

USE: The PUD Narrative includes the allowable uses in Exhibit D. It includes retail/commercial, office, live outdoor entertainment, an adventure park, an outdoor amphitheater, and an RV, cabin, glamping, and camping resort. The list also includes Short Term Rentals but staff has suggested that applicant remove this use as the primary intentions for the property's development are not compatible with the STR licensure parameters.

OPEN SPACE/PARKLAND: The PUD Narrative and the Open Space Exhibit show a total of 54.45 acres, or 36% of the development, of open space. This is comprised of 13.95 acres of water space and 40.50 acres of green space.

SITE PLAN/ACCESS: There are two proposed access points for the development off Classen Blvd. The northern proposed access point is the new proposed alignment of 24th Avenue SE. The second proposed access point is the existing connection of 24th Avenue SE to Classen Blvd. There are two proposed access points off Post Oak Rd. The proposed site plan shows commercial and office buildings on the east side of the development along Classen Blvd. The RV resort destination is a majority of the development. The RV spots are on the north end. The adventure park is on the south end. There are three proposed clubhouses. A great lawn/amphitheater is proposed at the southwest portion of the green space, near the commercial portion of the development. Glamping, camping, and cabins are provided in various locations. Parking is located throughout the development.

LANDSCAPING: Landscaping for the development will comply with the Zoning Ordinance regulations.

SIGNAGE: Signage for all lots with an office or commercial use shall comply with the City of Norman's applicable commercial signage restrictions, as amended from time to time.

LIGHTING: All exterior lighting shall be installed in conformance with any applicable City of Norman Commercial Outdoor Lighting Standards, as such may be amended from time to time.

SANITATION/UTILITIES: The proposed development will have dumpsters located throughout. Dumpster enclosures will be required and reviewed with the building permit(s).

PARKING: Parking will meet or exceed the requirements in the Zoning Ordinance. The City currently does not have minimum parking requirements for the proposed uses in this PUD. If they move forward with a residential component, parking will be reviewed.

SIDEWALKS: Sidewalks are proposed and required along all public street frontages. The applicant is proposing walking trails in the resort area.

EXTERIOR BUILDING MATERIALS: The PUD Narrative includes the following for exterior materials: brick, wood, glass, stone, synthetic stone, stucco, EFIS, masonry, metal accents, composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials, and any combination thereof. The applicant may file restrictive covenants against the property to more narrowly tailor architectural review within the development.

PHASING: The PUD Narrative states it is anticipated the eastern portion with the resort will be developed first. The commercial development will be dependent on market demand and absorption rates.

EXISTING ZONING: The subject property is currently zoned I-1, Light Industrial District. This district allows for industrial and warehousing uses, including sales of large equipment, and many manufacturing uses that must be enclosed completely in a building.

ALTERNATIVES/ISSUES:

IMPACTS: The subject property is currently and has historically been vacant. This development will be more intense than the current use, which will bring more traffic to the area. In the attached Development Review Form Transportation Impacts, the City Traffic Engineer explains a signal will be required at the intersection of Hwy 77/Classen Blvd. and 24th Avenue SE.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: All building code/fire code requirements will be reviewed with platting and/or building permits.

PUBLIC WORKS/ENGINEERING: Please see the attached Preliminary Plat staff report from Engineering.

TRAFFIC ENGINEER: Please see the attached Development Review Form Transportation Impacts from the City Traffic Engineer.

UTILITIES: Service of dumpster locations for Block 1, Lots 1 and 2 of the development will require modification to the orientation of the dumpsters and private drive sizing and construction sufficient to accommodate City sanitation vehicles. Dumpster locations to be determined for other lots during the building permit process.

CONCLUSION: Staff forwards this request for rezoning from I-1, Light Industrial District, to a PUD, Planned Unit Development, and Ordinance No. O-2324-33 to City Council.

At the Planning Commission meeting, the applicant offered to add the following conditions to the PUD prior to City Council action:

- 1) No mobile home park.
- 2) No manufactured housing east of the pipeline (cabins); in the southern portion where there are cabins, there will be no manufactured housing within 200' of the property line.
- 3) An extra 50' landscaped buffer along the east, in addition to the existing 100' buffer.
- 4) Limitation to short-term rentals: 3 months maximum, with one 3-month extension.
- 5) Quality control on the types of vehicles allowed – restriction on good material and condition of the RV.
- 6) Move the dumpster and parking lot on the northeast to the west 50'.
- 7) Show a mutual cross-sewer easement with Destin Landing on the plat.
- 8) Extend a water line down to the southeast corner.
- 9) ODOT approval of curb cuts on Highway 77 to be finalized before City Council vote.

These items were addressed in the revised documents in the Council packet.

At their December 14, 2023 meeting, Planning Commission recommended adoption of Ordinance No. O-2324-33 by a vote of 8-0.

O-2324-33

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (EAST OF US HIGHWAY 77, SOUTH OF EAST CEDAR LANE ROAD, AND NORTH OF POST OAK ROAD)

- § 1. WHEREAS, Wiggin Properties, L.L.C., the owners of the hereinafter described property, have made application to have the subject property removed from the I-1, Light Industrial District and placed in the PUD, Planned Unit Development District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing on December 14, 2023 as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That Section 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the I-1, Light Industrial District and place the same in the PUD, Planned Unit Development District, to wit:

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, LYING EAST OF THE US HIGHWAY NO. 77 EAST RIGHT OF WAY AND SOUTH OF A LINE DESCRIBED AS BEING PARALLEL TO AND 2599.24 FEET SOUTH OF THE NORTH SECTION LINE OF SAID NE/4; ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Ordinance No. O-2324-33

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COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE S 00°00'24 W, ON THE EAST LINE OF THE NE/4 OF SAID SECTION 16 FOR A DISTANCE OF 2599.24 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF SOUTH LAKE INDUSTRIAL PARK ADDITION; THENCE S 00°00'24 W ON THE EAST LINE OF SAID NE/4 FOR A DISTANCE OF 41.65 FEET TO THE SOUTHEAST CORNER OF SAID NE/4; THENCE S 89°18'32 W ON THE SOUTH LINE OF SAID NE/4 FOR A DISTANCE OF 614.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF US HIGHWAY NO. 77; THENCE N 27°35'11 W ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 44.60 FEET TO A POINT ON THE SOUTH LINE OF SOUTH LAKE INDUSTRIAL PARK ADDITION; THENCE N 89°08'24 E ON SAID SOUTH LINE FOR A DISTANCE OF 635.17 FEET TO THE POINT OF BEGINNING;

AND,

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, LYING EAST AND NORTH OF THE US HIGHWAY NO. 77 RIGHT OF WAY; ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SE/4; THENCE S 00°00'24 W ON THE EAST LINE OF THE SE/4 FOR A DISTANCE OF 1004.18 FEET; THENCE S 62°24'49 W FOR A DISTANCE OF 77.90 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF US HIGHWAY NO. 77; THENCE N 27°35'11 W, ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 300.00 FEET; THENCE N 28°32'28 W ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 300.04 FEET; THENCE N 27°35'11 W ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 567.94 FEET TO A POINT ON THE NORTH LINE OF SAID SE/4; THENCE N 89°18'32 E ON SAID NORTH LINE FOR A DISTANCE OF

614.49 FEET TO THE POINT OF BEGINNING;

AND,

PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SW/4; THENCE N 89°53'33 W ALONG THE SOUTH LINE OF SAID SW/4 A DISTANCE OF 100.00 FEET; THENCE N 00°00'07 E AND PARALLEL WITH THE EAST LINE OF SAID SW/4 A DISTANCE OF 363.00 FEET; THENCE N 89°53'33 W AND PARALLEL WITH SAID SOUTH LINE A

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DISTANCE OF 750.00 FEET; THENCE S 00'00'07 W AND PARALLEL WITH SAID EAST LINE A DISTANCE OF 363.00 FEET TO A POINT ON SAID SOUTH LINE; THENCE N 89'53'33 W ALONG SAID SOUTH LINE A DISTANCE OF 1076.44 FEET; THENCE N 27'30'23 W A DISTANCE OF 1538.58 FEET TO A POINT ON THE WEST LINE OF SAID SW/4; THENCE N 00'01'19 W ALONG SAID WEST LINE A DISTANCE OF 1278.03 FEET TO THE NORTHWEST CORNER OF SAID SW/4; THENCE S 89'44'29 E ALONG THE NORTH LINE OF SAID SW/4 A DISTANCE OF 2637.64 FEET TO THE NORTHEAST CORNER OF SAID SW/4; THENCE S 00'00'07 W ALONG THE EAST LINE OF SAID SW/4 A DISTANCE OF 2634.38 FEET TO THE POINT OF BEGINNING.

Said tract of land containing 151 acres, more or less.

§ 5. Further, pursuant to the provisions of Section 36-509 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

- a. The site shall be developed in accordance with the PUD Narrative, Site Development Plan, and supporting documentation, which are made a part hereof.

§ 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day of _____, 2024.

NOT ADOPTED this _____ day of _____, 2024.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

LIBERTY POINT

A PLANNED UNIT DEVELOPMENT

NORMAN, OKLAHOMA

APPLICANT:

WIGGIN PROPERTIES, LLC

APPLICATION FOR:

PLANNED UNIT DEVELOPMENT
PRELIMINARY PLAT

Submitted November 1, 2023

Revised January 18, 2024

PREPARED BY:

RIEGER LAW GROUP PLLC

136 Thompson Drive
Norman, Oklahoma 73069

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 - F. Fire Protection Services
 - G. Traffic Circulation and Access
- III. DEVELOPMENT PLAN AND DESIGN CONCEPT
 - A. Uses Permitted
 - B. Area Regulations
 - C. Parking
 - D. Dumpster and Trash Enclosures
 - E. Miscellaneous Development Criteria

EXHIBITS

- A. Legal Description of the Property
- B. Preliminary Site Development Plan
- C. Preliminary Plat
- D. Allowable Uses

I. INTRODUCTION

Wiggin Properties, LLC (the “**Applicant**”) seeks to rezone a property currently located in Ward 5 of the City of Norman. More particularly, the site is located East of US Highway 77, South of East Cedar Lane, and North of Post Oak Road, as more particularly described on the attached **Exhibit A** (collectively referred to herein as the “**Property**”).

The Applicant intends to put forth the parameters for which the Property may develop over time. Through the use of this Planned Unit Development (“**PUD**”), the Property may be developed as a mixed-use development including a resort destination and office/commercial uses. The resort will include RV camp sites, glamping tents, and cabins, as well as expansive open space and traditional amenities, as further laid out within this PUD.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location

The Property lies East of US Highway 77, South of East Cedar Lane, and North of Post Oak Road. A location map is included on the attached Preliminary Site Development Plan and Preliminary Plat.

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The Property is currently zoned I-1, Light Industrial District and the current NORMAN 2025 land use designation is Mixed-Use and Low Density Residential.

The Property is located North of Post Oak Road which is the southern border of the City of Norman. The Links development is to the North of the Property and is zoned PUD, with a 2025 designation of Medium Residential. The property to the East is zoned PUD, with Mixed-Use 2025 designations. The properties to the West of the Property are zoned I-1, Light Industrial, A-2, Rural Agricultural, R-1, Single Family Dwelling, and C-2, General Commercial; and these properties have a 2025 designation of Industrial and Commercial.

C. Elevation and Topography

The Property is currently unimproved raw land. The Property generally slopes towards to the center of the Property, as more particularly discussed in the preliminary drainage report provided to City Staff as part of the Preliminary Plat application.

D. Drainage

A drainage report has been provided by the Applicant to City Staff as part of the Preliminary Plat application. The Applicant shall comply with all City ordinances and regulations unless otherwise indicated on the attached site plans.

E. Utility Services

The necessary utility services for this project are already located in relative proximity to the Property or shall be extended to the Property, as necessary. The Applicant will extend a 12" waterline to the Southeast corner of the Property, within the City's right-of-way along Post Oak Road, prior to opening the Resort. The Applicant and abutting property owner to the East will work together to determine a mutually acceptable sewer easement to be conveyed on the final plats of their respective parcels.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the Applicant as such are required by adopted City codes.

G. Traffic Circulation and Access

Access to the Property shall be permitted in the manner depicted on the attached Preliminary Site Development Plan.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property is planned to accommodate a mixed-use development including a resort destination and office/commercial uses. The resort will include RV camp sites, glamping tents, and cabins, as well as expansive open space amenities and natural buffers. The resort will also include traditional amenities, such as a swimming pool, clubhouse, restaurant, and bar, as further laid out within this PUD. To the extent possible, the Property shall be developed in substantial compliance with the preliminary site development plan, attached to this PUD, subject to final design development and the changes allowed by Section 36-509(g) of the City of Norman's PUD Ordinance, as may be amended from time to time. The Exhibits attached hereto, and as submitted on behalf of the Applicant, are incorporated herein by reference and further depict the development criteria for the Property.

A. Uses Permitted:

As contemplated herein, the Property will be allowed to develop over time as a mixed-use development, featuring uses aligned with the resort and commercial development. A complete list of the allowable uses is attached as **Exhibit D**.

B. Area Regulations:

1. Setback off of US Highway 77:

All Lots within the Property that front Classen Blvd. shall have a minimum twenty-five (25') foot building setback from the property line fronting Classen Blvd.

2. Setback off of North Property Line:

All Lots within the Property that abut the neighboring property located to the North of the Property shall have a minimum ten (10') foot building setback from the North property line. Additionally, there shall be a minimum ten (10') foot building setback from the private drive running along the North property line

3. Setback off of South Property Line:

All Lots within the Property that abut the neighboring property located to the South of the Property, including Post Oak Road, shall have a minimum ten (10') foot building setback from the South property line.

4. Setback off of East Property Line:

There shall be a minimum one hundred fifty (150') foot building setback from the Easternmost boundary of the Property. This 150' setback is made up of a one hundred (100') foot utility easement and an additional fifty (50') foot natural wooded buffer area. No buildings, parking lots, or dumpsters will be allowed within the 150' natural buffer setback. Additionally, there shall be a minimum two hundred (200') foot setback from the Easternmost boundary of the Property for any recreational cabins.

5. Setback off of Interior Streets:

All Lots within the Property that abut any interior platted public streets, which are 24th Avenue SE, Liberty Point Drive, and Liberty Circle, shall have a minimum twenty-five (25') foot building setback from the property line fronting said interior street.

6. Setback off of Utility Easements:

If a utility easement or other public easement is not located within the building setbacks enumerated above on a Lot within the Property, all permanent buildings and vertical habitable structures shall be setback a minimum of one (1') foot from said easement located on the Lot. Paving and RV parking shall be allowed over drainage, utility, and other public easements.

7. No Other Setbacks:

Except for the building setbacks enumerated above, there shall be no other required setbacks for the Lots located within the Property to allow for a flexible development of the Property over time.

8. Height:

There shall be no height restriction for the commercial uses within the Property.

9. Minimum Lot Frontage:

The minimum lot frontage along a public road shall be thirty-four (34') feet.

C. Parking:

Parking will meet or exceed the requirements of Norman's ordinances. All RV parking pads shall be asphalt or concrete, and not gravel. Small defined areas of crushed granite, or similar stone, may be used for personal vehicular parking at each RV site.

D. Dumpster and Trash Enclosures

Trash may be handled through on-site dumpsters. A trash compactor(s) and its enclosure(s) may also be located on site to facilitate trash removal. Any dumpster or trash facilities shall be screened within enclosures that are built of materials to be compatible with the building exteriors in the main building.

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1. Site Plan

The Preliminary Site Development Plan for the Property is concurrently submitted with this PUD and shall be incorporated herein as an integral part of the PUD and the development of the Property shall be substantially constructed as presented thereon, subject to final design development and the changes allowed Section 36-509(g) of the City of Norman's PUD Ordinance, as amended from time to time.

2. Open Space/Landscaping

Open space and landscaping shall be located throughout the Property as shown on the attached Green Space Exhibit, attached as Exhibit E. The Property shall contain drainage and detention solutions that adequately control, contain, and channel stormwater runoff from the Property in accordance with all applicable City ordinances and regulations. Landscape buffers within the Property may be located within and/or may contain utility easements, waterline easements, and drainage easements. Landscaping shall be provided in conformity with the City of Norman ordinances, as amended

from time to time. Final landscaping types, quantities, and locations may change during final design and construction. The expected percentage of Open Space within the Property is approximately 57.39 acres or 38% of the Property.

3. Signage

Signage for all Lots shall comply with the City of Norman's applicable commercial signage restrictions, as amended from time to time.

4. Traffic access/circulation/parking and sidewalks

Access to the Property shall be permitted in the manner depicted on the attached Site Development Plan. The Property shall comply with the City of Norman standards to allow for emergency access and fire access as necessary, as such standards may be amended from time to time. The Property shall be allowed to utilize the maximum number of curb cuts along Classen Blvd that are permissible in accordance with ODOT approval.

5. Lighting

All exterior lighting shall be installed in conformance with any applicable City of Norman Commercial Outdoor Lighting Standards, as such may be amended from time to time.

6. Fencing

Fencing, such as, by way of example and not limitation, wrought iron, stockade wood, composite, and other fencing types, is permissible but is not required within the Property. The Applicant may file restrictive covenants against the Property to more narrowly tailor architectural review of fencing within the development. The Property may, but is not required to, install perimeter fencing along all or portion of the Property.

7. Phasing

It is anticipated that the Property will be developed in multiple phases. The initial phase is anticipated to be the resort along the eastern portion of the Property. The timing and number of future phases will be determined by market demand and absorption rates.

8. Exterior Materials

Exterior materials of the building to be constructed on the Property may be brick, wood, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials, and any combination thereof. The

Applicant may file restrictive covenants against the Property to more narrowly tailor architectural review within the development.

EXHIBIT A

Legal Description of the Property

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, LYING EAST OF THE US HIGHWAY NO. 77 EAST RIGHT OF WAY AND SOUTH OF A LINE DESCRIBED AS BEING PARALLEL TO AND 2599.24 FEET SOUTH OF THE NORTH SECTION LINE OF SAID NE/4; ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE S 00°00'24" W, ON THE EAST LINE OF THE NE/4 OF SAID SECTION 16 FOR A DISTANCE OF 2599.24 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF SOUTH LAKE INDUSTRIAL PARK ADDITION; THENCE S 00°00'24" W ON THE EAST LINE OF SAID NE/4 FOR A DISTANCE OF 41.65 FEET TO THE SOUTHEAST CORNER OF SAID NE/4; THENCE S 89°18'32" W ON THE SOUTH LINE OF SAID NE/4 FOR A DISTANCE OF 614.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF US HIGHWAY NO. 77; THENCE N 27°35'11" W ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 44.60 FEET TO A POINT ON THE SOUTH LINE OF SOUTH LAKE INDUSTRIAL PARK ADDITION; THENCE N 89°08'24" E ON SAID SOUTH LINE FOR A DISTANCE OF 635.17 FEET TO THE POINT OF BEGINNING;

AND,

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, LYING EAST AND NORTH OF THE US HIGHWAY NO. 77 RIGHT OF WAY; ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SE/4; THENCE S 00°00'24" W ON THE EAST LINE OF THE SE/4 FOR A DISTANCE OF 1004.18 FEET; THENCE S 62°24'49" W FOR A DISTANCE OF 77.90 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF US HIGHWAY NO. 77; THENCE N 27°35'11" W, ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 300.00 FEET; THENCE N 28°32'28" W ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 300.04 FEET; THENCE N 27°35'11" W ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 567.94 FEET TO A POINT ON THE NORTH LINE OF SAID SE/4; THENCE N 89°18'32" E ON SAID NORTH LINE FOR A DISTANCE OF 614.49 FEET TO THE POINT OF BEGINNING;

AND,

PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SW/4; THENCE N 89°53'33" W ALONG THE SOUTH LINE OF SAID SW/4 A DISTANCE OF 100.00 FEET; THENCE N

00'00'07 E AND PARALLEL WITH THE EAST LINE OF SAID SW/4 A DISTANCE OF 363.00 FEET; THENCE N 89°53'33 W AND PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 750.00 FEET; THENCE S 00'00'07 W AND PARALLEL WITH SAID EAST LINE A DISTANCE OF 363.00 FEET TO A POINT ON SAID SOUTH LINE; THENCE N 89°53'33 W ALONG SAID SOUTH LINE A DISTANCE OF 1076.44 FEET; THENCE N 27°30'23 W A DISTANCE OF 1538.58 FEET TO A POINT ON THE WEST LINE OF SAID SW/4; THENCE N 00°01'19 W ALONG SAID WEST LINE A DISTANCE OF 1278.03 FEET TO THE NORTHWEST CORNER OF SAID SW/4; THENCE S 89°44'29 E ALONG THE NORTH LINE OF SAID SW/4 A DISTANCE OF 2637.64 FEET TO THE NORTHEAST CORNER OF SAID SW/4; THENCE S 00'00'07 W ALONG THE EAST LINE OF SAID SW/4 A DISTANCE OF 2634.38 FEET TO THE POINT OF BEGINNING.

EXHIBIT B Site Development Plan *Full Size Documents Submitted to City Staff*

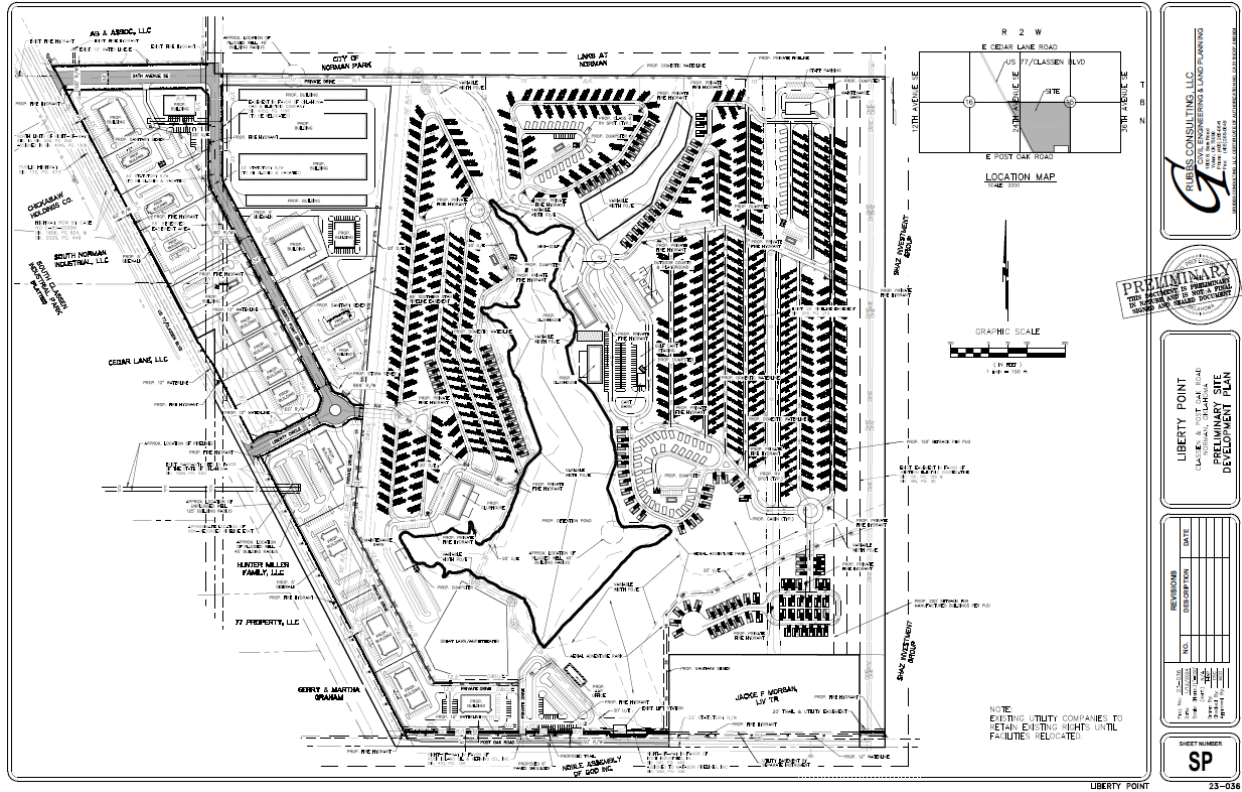


EXHIBIT C
Preliminary Plat
Full Size Documents Submitted to City Staff

Image 1 of 3

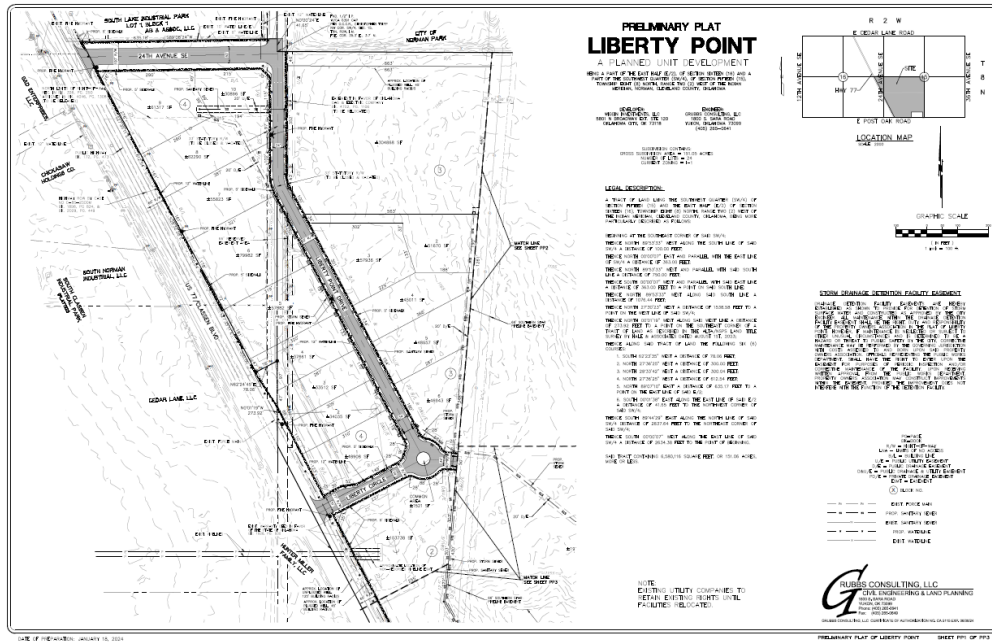


Image 2 of 3

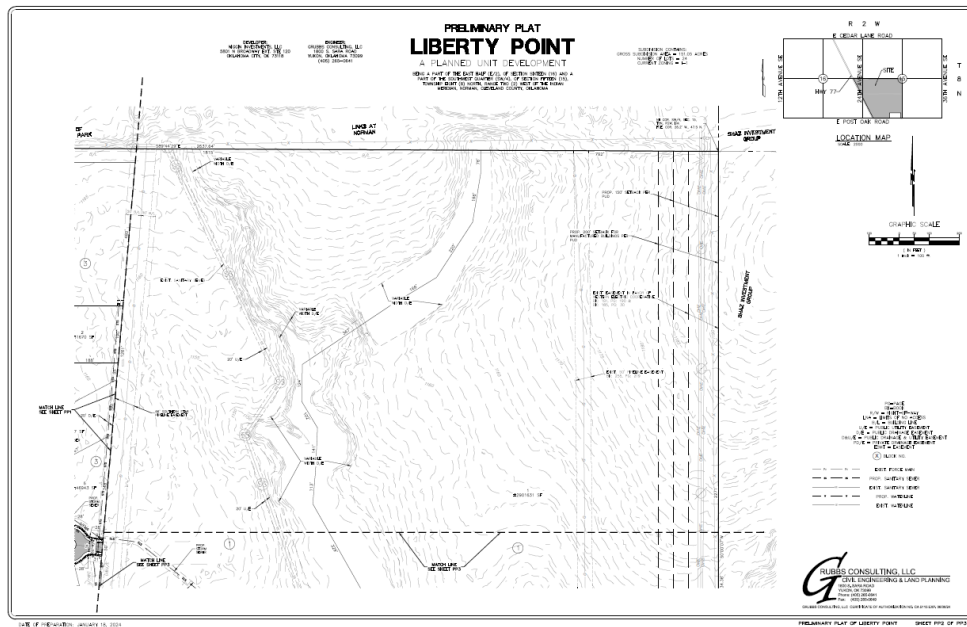


EXHIBIT C
Preliminary Plat
Full Size Documents Submitted to City Staff

Image 3 of 3

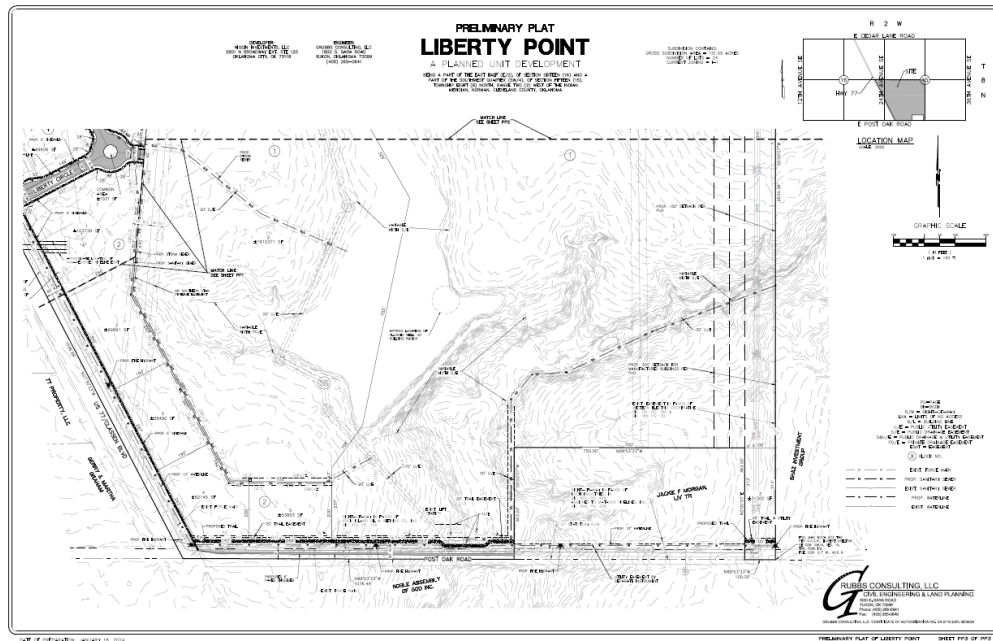


EXHIBIT D
Allowable Uses

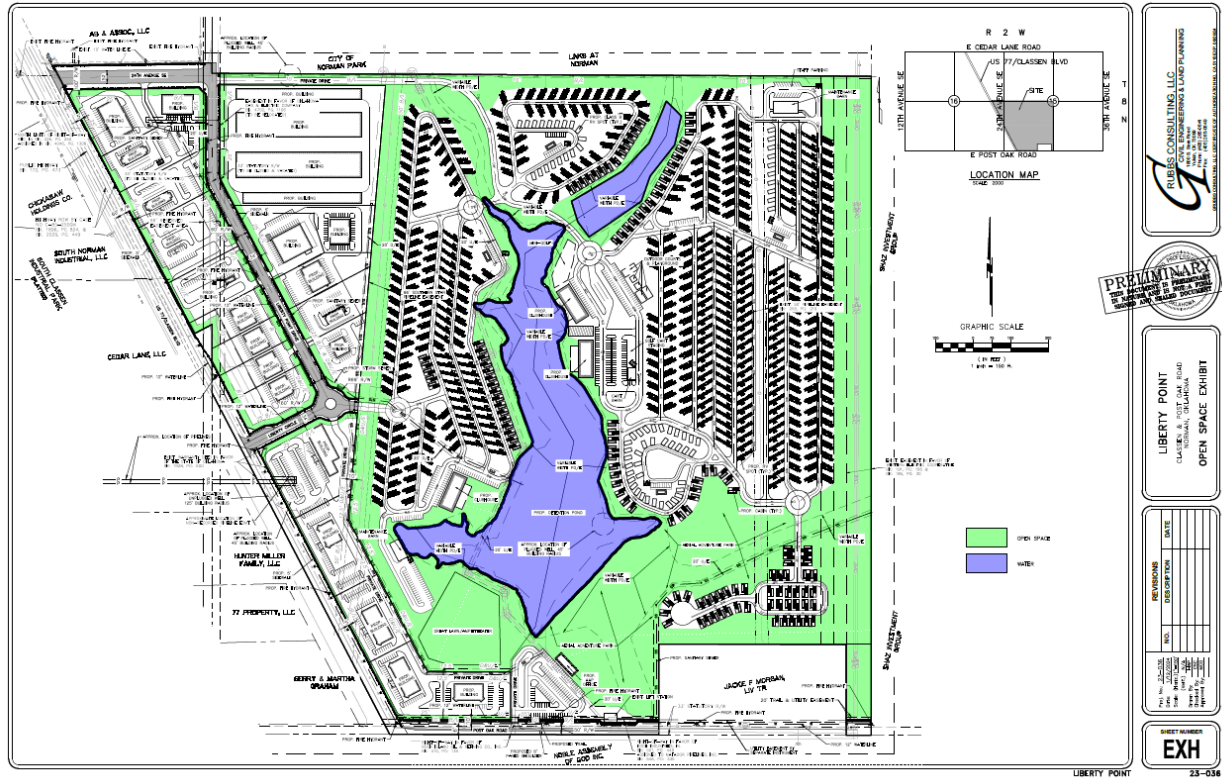
- RV, Cabin, Glamping, and Camping Resort. For clarity purposes, in no event shall the Property be utilized for a mobile home park allowing continuous nonrecreational residential domiciles. Recreational cabins, RVs, camping, and other types of recreational lodging are permitted within the resort.
- Clubhouse with restaurant, bar, swimming pool, and similar amenities commonly associated with resort destinations, such as, but not limited to, business center, marketplace, walking trails, dog park, and fitness center.
- Adventure Park.
- Live Outdoor Entertainment.
- Outdoor Amphitheater
- Dog Park
- Mini-Golf
- Meeting Rooms
- Fitness Center
- Pickleball Courts and Similar Athletic Facilities/Courts
- Art Gallery/Studio.
- Assembly Halls of non-profit corporations.
- Libraries.
- Museums.
- Music Conservatories.
- Office buildings and office uses.
- Trade schools and schools for vocational training.
- Churches and other places of worship.
- Short-term rentals.
- Antique shop.
- Appliance Store.
- Artist materials supply, or studio.
- Automobile parking lots.
- Automobile supply store.
- Baby shop.
- Bakery/Baked Goods store.
- Bank.
- Barber shop, or beauty parlor.
- Book or stationery store.
- Camera shop.
- Candy store.
- Catering establishment.
- Child Care / Day Care establishment.
- Clothing or apparel store.
- Coffee house or coffee shop.
- Commercial uses/shops/or services.
- Dairy products or ice cream store.
- Delicatessen store.

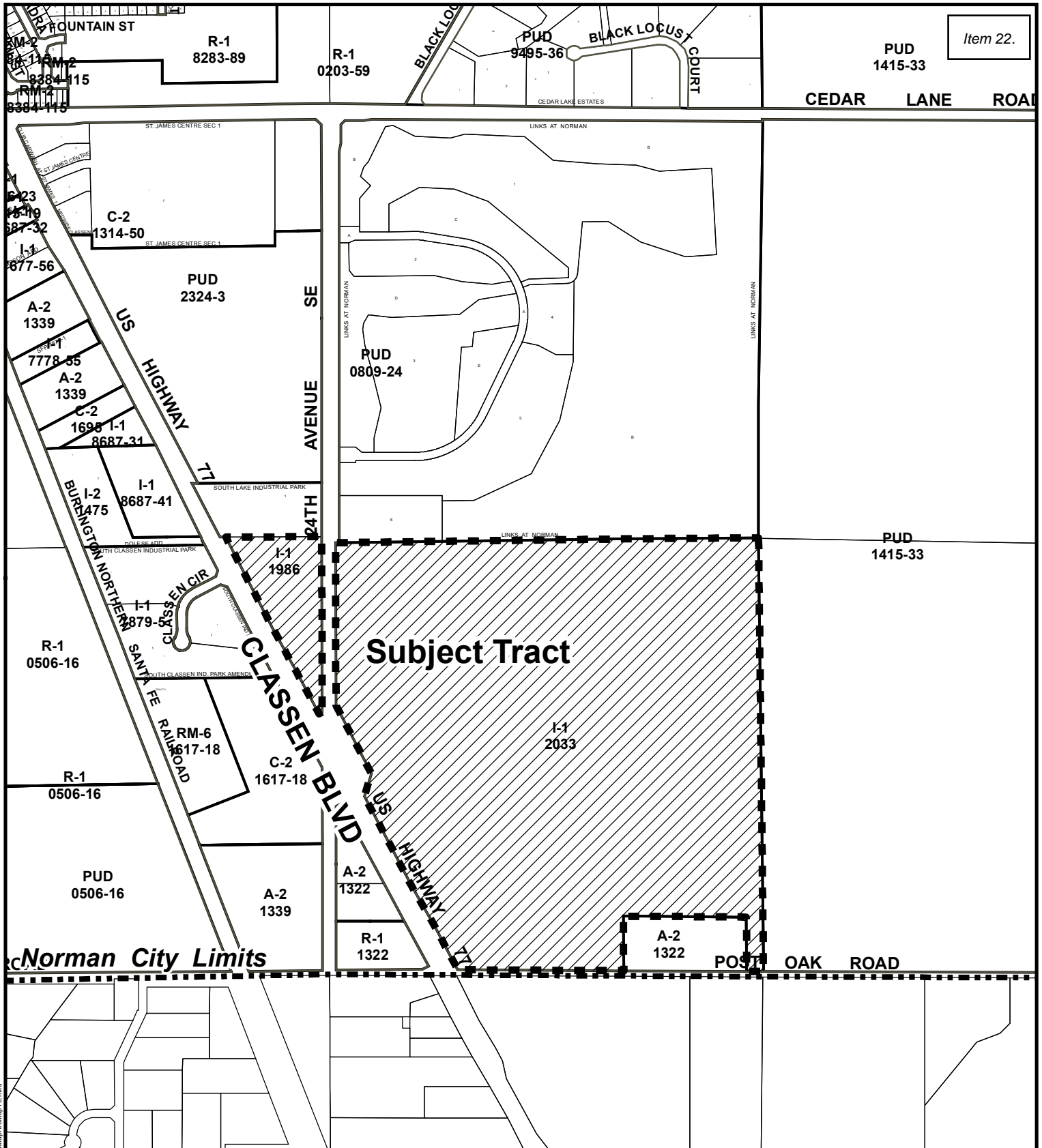
- Dress shop.
- Drug store or fountain.
- Dry Cleaning and Laundry Establishment.
- Dry goods store.
- Fabric or notion store.
- Florist/Flower Shop.
- Furniture Store.
- Gift Shop.
- Grocery or supermarket.
- Hardware store.
- Hotel or motel.
- Interior decorating store.
- Jewelry shop.
- Key shop.
- Leather Store and/or Leather Goods Store.
- Locksmith.
- Medical Marijuana Dispensary, as allowed by state law.
- Music, Radio, Electronics, Telephone, or Television Store.
- Painting and decorating shop.
- Pet shop/or Small Animal Hospital.
- Pharmacy.
- Photographer's studio.
- Restaurant/Bar/Lounge/Tavern - may include live entertainment and/or a dance floor, (all such activity fully within an enclosed building) provided the kitchen remains open with full food service whenever live entertainment is offered.
- Retail Shops or Stores.
- Retail spirits store/Liquor store.
- Spa or Similar Establishment.
- Smoke, Tobacco, Vape, or Similar Shop.
- Self-service laundry.
- Sewing machine sales.
- Sporting goods sales.
- Shoe store or repair shop.
- Sign Store/Printing Store.
- Shopping Center.
- T-Shirt Printing
- Tanning Spa or Tanning Establishment.
- Tailor shop.
- Theater (excluding drive-in theaters), Bowling Alley, Arcade, or Similar Establishments, including those that sell alcoholic beverages in compliance with state law.
- Tier I Medical Marijuana Processor, as allowed by state law.
- Tier II Medical Marijuana Processor, as allowed by state law.
- Toy store.
- Apartments/Multi-Family Residential Dwelling Units.

EXHIBIT E

GREEN SPACE EXHIBIT

Full Size Documents Submitted to City Staff

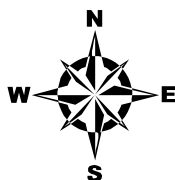




Location Map



Map Produced by the City of Norman
Geographic Information System.
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.

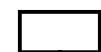


November 2, 2023

0 400 800 Ft.



Subject Tract



Zoning



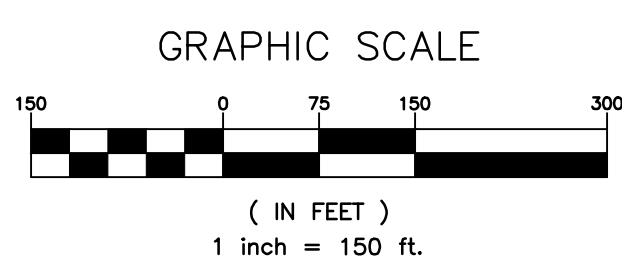
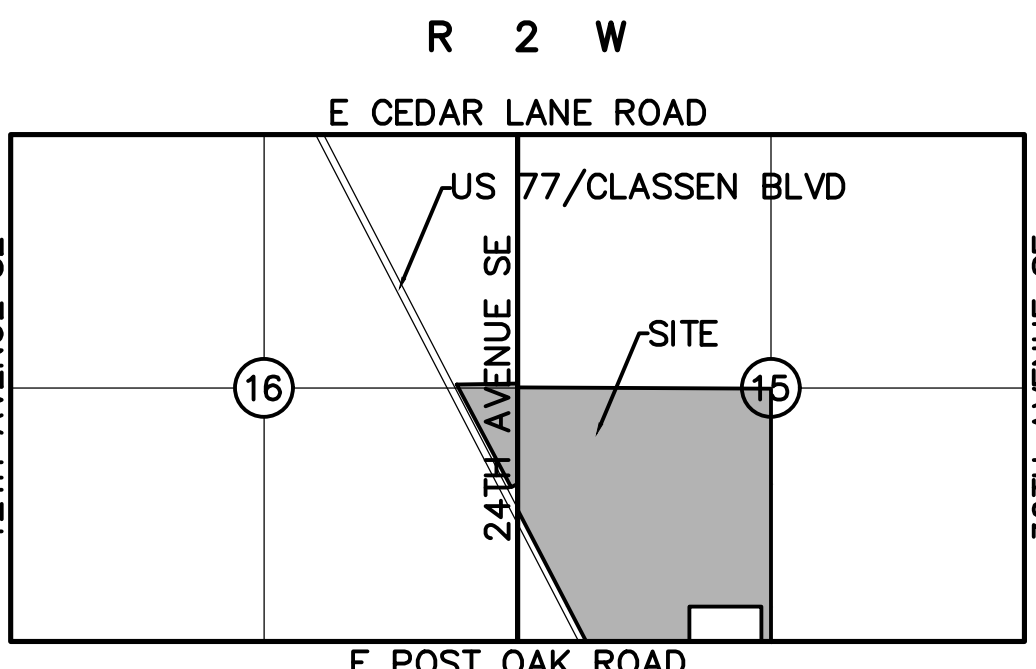
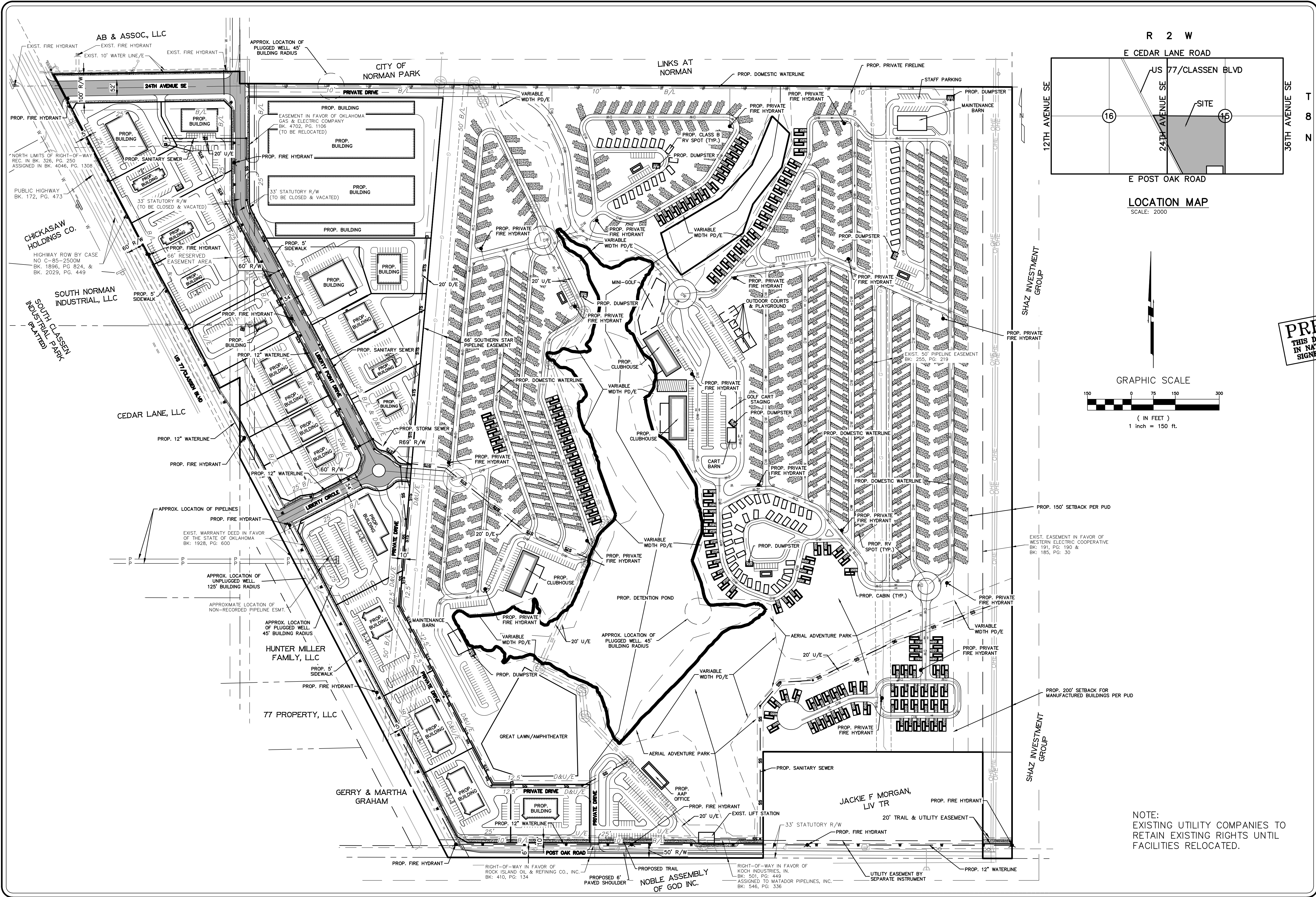
RUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
1800 S. W. 10th Street
Yukon, OK 73099
Phone: (405) 265-0641
Fax: (405) 265-0649
GRUBBS CONSULTING, LLC CERTIFICATE OF AUTHORIZATION NO. CA-5115 EXPI. 09/30/24

LIBERTY POINT
CLASSEN & POST OAK ROAD
NORMAN, OKLAHOMA
OPEN SPACE EXHIBIT

REVISIONS		DATE
NO.	DESCRIPTION	

Proj. No.: 23-036
Date: 1/12/2024
Scale: (Horizontal) 1"=150'
(Vertical) N/A
Drawn By: JWG
Checked By: MGS
Approved By: MGS

SHEET NUMBER
EXH



PRELIMINARY
THIS DOCUMENT IS PRELIMINARY
IN NATURE AND IS NOT A FINAL
SIGNED AND SEALED DOCUMENT

LIBERTY POINT
CLASSEN & POST OAK ROAD
NORMAN, OKLAHOMA
**PRELIMINARY SITE
DEVELOPMENT PLAN**

REVISIONS	NO.	DESCRIPTION	DATE
Proj. No.:	23-036		
Date:	1/12/2024		
Scale:	(Horizontal) 1"=150'		
	(Vertical) N/A		
Drawn By:	WJ		
Checked By:	WJ		
Approved By:	MGS		

NOTE:
EXISTING UTILITY COMPANIES TO
RETAIN EXISTING RIGHTS UNTIL
FACILITIES RELOCATED.

SHEET NUMBER
SP

RUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
1800 S. W. 10th Street
Yukon, OK 73099
Phone: (405) 265-0641
Fax: (405) 265-0649
GRUBBS CONSULTING, LLC, CERTIFICATE OF AUTHORIZATION NO. CA-5115 EXPI. 09/30/24



LIBERTY POINT
CLASSEN & POST OAK ROAD
NORMAN, OKLAHOMA
**PRELIMINARY SITE
DEVELOPMENT PLAN**

Proj. No. <u>23-036</u>	
Date: <u>12/4/2023</u>	
Scale: <u>Scale: (horiz.) = 1"=50'</u>	
(vert.) <u>N/A</u>	
Drawn By: <u>HWP</u>	
Checked By: <u>CSC</u>	
Approved By: <u>MGJ</u>	

SHEET NUMBER

SP

23-036

LIBERTY POINT

A PLANNED UNIT DEVELOPMENT

NORMAN, OKLAHOMA

APPLICANT:

WIGGIN PROPERTIES, LLC

APPLICATION FOR:

PLANNED UNIT DEVELOPMENT
PRELIMINARY PLAT

Submitted November 1, 2023
Revised December 8, 2023

PREPARED BY:

RIEGER LAW GROUP PLLC
136 Thompson Drive
Norman, Oklahoma 73069

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 - Background and Intent
- II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS
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 - B. Existing Land Use and Zoning
 - C. Elevation and Topography
 - D. Drainage
 - E. Utility Services
 - F. Fire Protection Services
 - G. Traffic Circulation and Access
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The Property is located North of Post Oak Road which is the southern border of the City of Norman. The Links development is to the North of the Property and is zoned PUD, with a 2025 designation of Medium Residential. The property to the East is zoned PUD, with Mixed-Use 2025 designations. The properties to the West of the Property are zoned I-1, Light Industrial, A-2, Rural Agricultural, R-1, Single Family Dwelling, and C-2, General Commercial; and these properties have a 2025 designation of Industrial and Commercial.

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The necessary utility services for this project are already located in relative proximity to the Property or shall be extended to the Property, as necessary.

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Fire Protection services will be provided by the City of Norman Fire Department and by the Applicant as such are required by adopted City codes.

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If a utility easement or other public easement is not located within the building setbacks enumerated above on a Lot within the Property, all permanent buildings and vertical habitable structures shall be setback a minimum of one (1') foot from said easement located on the Lot. Paving and RV parking shall be allowed over drainage, utility, and other public easements.

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Except for the building setbacks enumerated above, there shall be no other required setbacks for the Lots located within the Property to allow for a flexible development of the Property over time.

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There shall be no height restriction for the commercial uses within the Property.

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The minimum lot frontage along a public road shall be thirty-four (34') feet.

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Parking will meet or exceed the requirements of Norman's ordinances.

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Trash may be handled through on-site dumpsters. A trash compactor(s) and its enclosure(s) may also be located on site to facilitate trash removal. Any dumpster or trash facilities shall be screened within enclosures that are built of materials to be compatible with the building exteriors in the main building.

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The Preliminary Site Development Plan for the Property is concurrently submitted with this PUD and shall be incorporated herein as an integral part of the PUD and the development of the Property shall be substantially constructed as presented thereon, subject to final design development and the changes allowed Section 36-509(g) of the City of Norman's PUD Ordinance, as amended from time to time.

2. Open Space/Landscaping

Open space and landscaping shall be located throughout the Property as shown on the attached Green Space Exhibit, attached as Exhibit E. The Property shall contain drainage and detention solutions that adequately control, contain, and channel stormwater runoff from the Property in accordance with all applicable City ordinances and regulations. Landscape buffers within the Property may be located within and/or may contain utility easements, waterline easements, and drainage easements. Landscaping shall be provided in conformity with the City of Norman ordinances, as amended from time to time. Final landscaping types, quantities, and locations may change during final design and construction. The expected percentage of Open Space within the Property is approximately 54.45 acres or 36% of the Property.

3. Signage

Signage for all Lots shall comply with the City of Norman's applicable commercial signage restrictions, as amended from time to time.

4. Traffic access/circulation/parking and sidewalks

Access to the Property shall be permitted in the manner depicted on the attached Site Development Plan. The Property shall comply with the City of Norman standards to allow for emergency access and fire access as necessary, as such standards may be amended from time to time. The Property shall be allowed to utilize the maximum number of curb cuts along Classen Blvd that are permissible in accordance with ODOT approval.

5. Lighting

All exterior lighting shall be installed in conformance with any applicable City of Norman Commercial Outdoor Lighting Standards, as such may be amended from time to time.

6. Fencing

Fencing, such as, by way of example and not limitation, wrought iron, stockade wood, composite, and other fencing types, is permissible but is not required within the Property. The Applicant may file restrictive covenants against the Property to more narrowly tailor architectural review of fencing within the development. The Property may, but is not required to, install perimeter fencing along all or portion of the Property.

7. Phasing

It is anticipated that the Property will be developed in multiple phases. The initial phase is anticipated to be the resort along the eastern portion of the Property. The timing and number of future phases will be determined by market demand and absorption rates.

8. Exterior Materials

Exterior materials of the building to be constructed on the Property may be brick, wood, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials, and any combination thereof. The Applicant may file restrictive covenants against the Property to more narrowly tailor architectural review within the development.

EXHIBIT A

Legal Description of the Property

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, LYING EAST OF THE US HIGHWAY NO. 77 EAST RIGHT OF WAY AND SOUTH OF A LINE DESCRIBED AS BEING PARALLEL TO AND 2599.24 FEET SOUTH OF THE NORTH SECTION LINE OF SAID NE/4; ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE S 00°00'24" W, ON THE EAST LINE OF THE NE/4 OF SAID SECTION 16 FOR A DISTANCE OF 2599.24 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF SOUTH LAKE INDUSTRIAL PARK ADDITION; THENCE S 00°00'24" W ON THE EAST LINE OF SAID NE/4 FOR A DISTANCE OF 41.65 FEET TO THE SOUTHEAST CORNER OF SAID NE/4; THENCE S 89°18'32" W ON THE SOUTH LINE OF SAID NE/4 FOR A DISTANCE OF 614.49 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF US HIGHWAY NO. 77; THENCE N 27°35'11" W ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 44.60 FEET TO A POINT ON THE SOUTH LINE OF SOUTH LAKE INDUSTRIAL PARK ADDITION; THENCE N 89°08'24" E ON SAID SOUTH LINE FOR A DISTANCE OF 635.17 FEET TO THE POINT OF BEGINNING;

AND,

PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, LYING EAST AND NORTH OF THE US HIGHWAY NO. 77 RIGHT OF WAY; ALSO DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SE/4; THENCE S 00°00'24" W ON THE EAST LINE OF THE SE/4 FOR A DISTANCE OF 1004.18 FEET; THENCE S 62°24'49" W FOR A DISTANCE OF 77.90 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF US HIGHWAY NO. 77; THENCE N 27°35'11" W, ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 300.00 FEET; THENCE N 28°32'28" W ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 300.04 FEET; THENCE N 27°35'11" W ON SAID RIGHT OF WAY LINE FOR A DISTANCE OF 567.94 FEET TO A POINT ON THE NORTH LINE OF SAID SE/4; THENCE N 89°18'32" E ON SAID NORTH LINE FOR A DISTANCE OF 614.49 FEET TO THE POINT OF BEGINNING;

AND,

PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SW/4; THENCE N 89°53'33" W ALONG THE SOUTH LINE OF SAID SW/4 A DISTANCE OF 100.00 FEET; THENCE N

00'00'07 E AND PARALLEL WITH THE EAST LINE OF SAID SW/4 A DISTANCE OF 363.00 FEET; THENCE N 89°53'33 W AND PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 750.00 FEET; THENCE S 00'00'07 W AND PARALLEL WITH SAID EAST LINE A DISTANCE OF 363.00 FEET TO A POINT ON SAID SOUTH LINE; THENCE N 89°53'33 W ALONG SAID SOUTH LINE A DISTANCE OF 1076.44 FEET; THENCE N 27°30'23 W A DISTANCE OF 1538.58 FEET TO A POINT ON THE WEST LINE OF SAID SW/4; THENCE N 00°01'19 W ALONG SAID WEST LINE A DISTANCE OF 1278.03 FEET TO THE NORTHWEST CORNER OF SAID SW/4; THENCE S 89°44'29 E ALONG THE NORTH LINE OF SAID SW/4 A DISTANCE OF 2637.64 FEET TO THE NORTHEAST CORNER OF SAID SW/4; THENCE S 00'00'07 W ALONG THE EAST LINE OF SAID SW/4 A DISTANCE OF 2634.38 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
Site Development Plan
Full Size Documents Submitted to City Staff

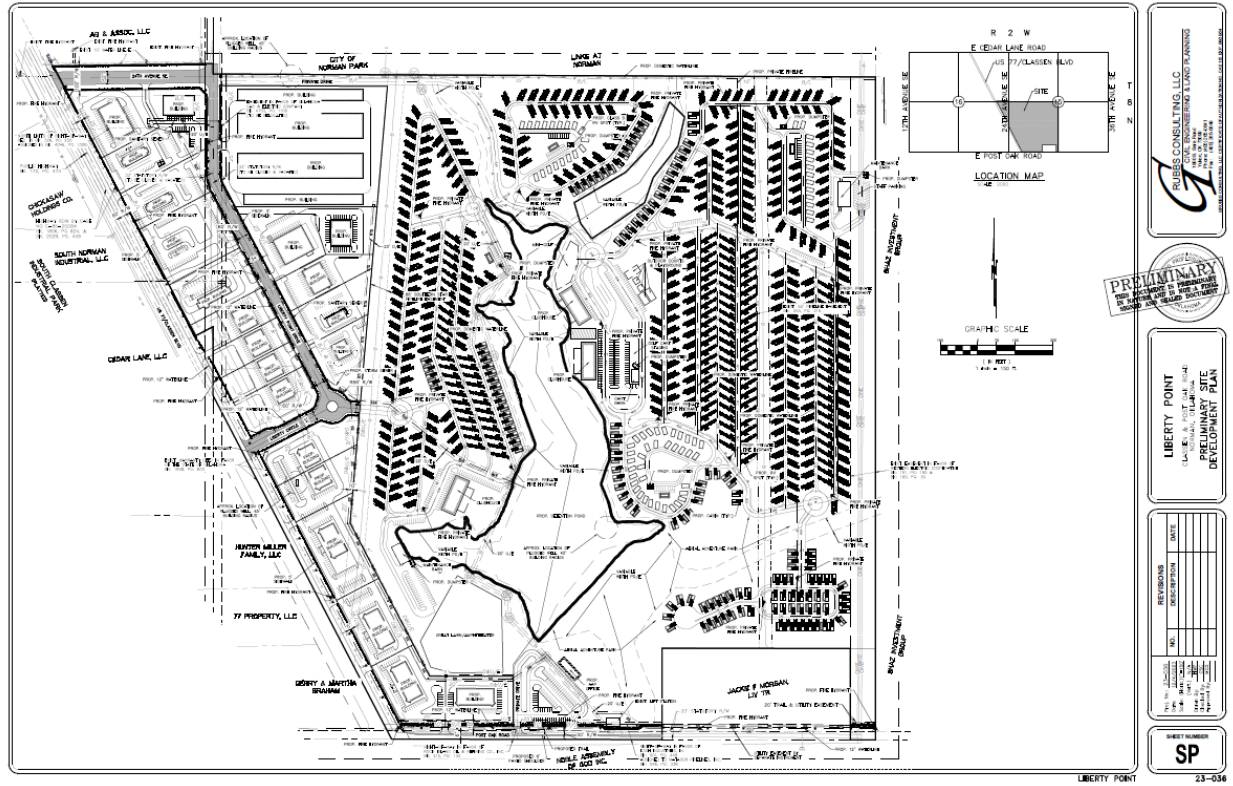


EXHIBIT C

Preliminary Plat

Full Size Documents Submitted to City Staff

Image 1 of 3

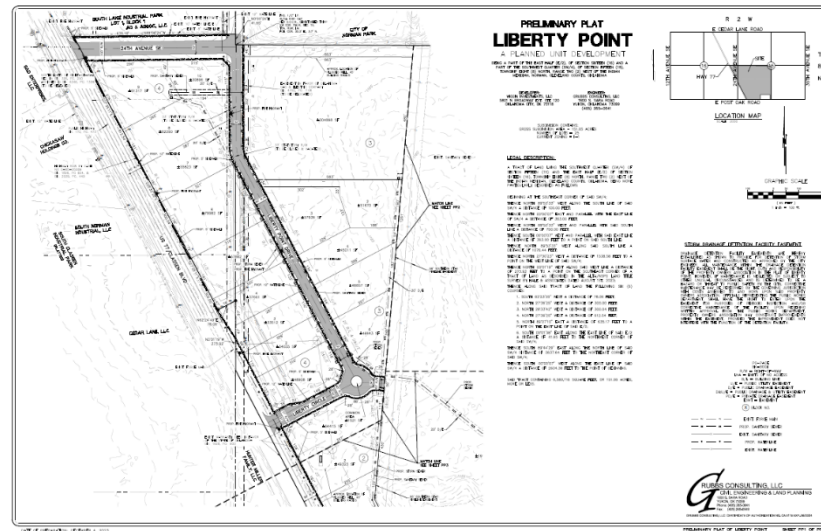


Image 2 of 3

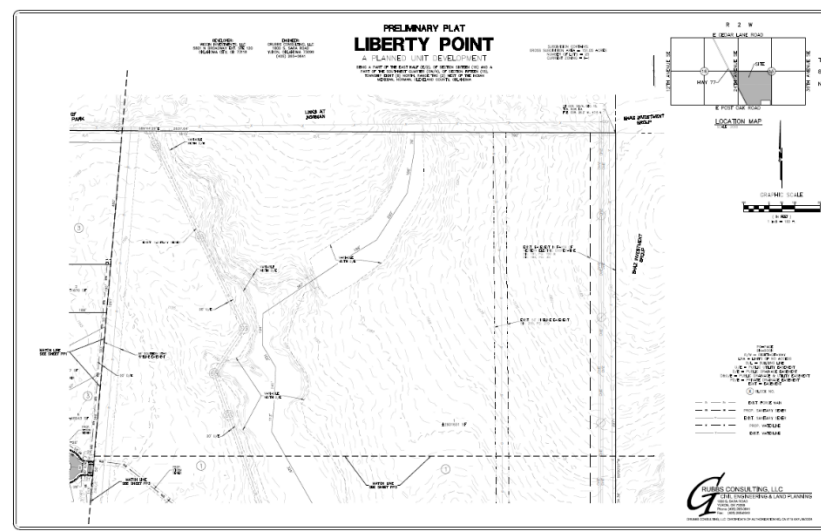


EXHIBIT C

Preliminary Plat

Full Size Documents Submitted to City Staff

Image 3 of 3

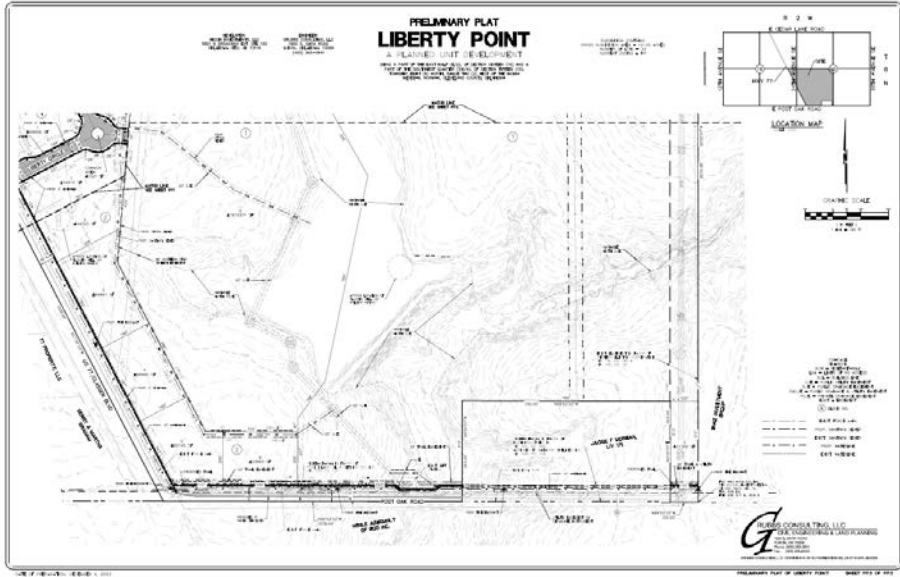


EXHIBIT D
Allowable Uses

- RV, Cabin, Glamping, and Camping Resort
- Clubhouse with restaurant, bar, swimming pool, and similar amenities commonly associated with resort destinations, such as, but not limited to, business center, marketplace, walking trails, dog park, and fitness center.
- Adventure Park.
- Live Outdoor Entertainment.
- Outdoor Amphitheater
- Dog Park
- Mini-Golf
- Meeting Rooms
- Fitness Center
- Pickleball Courts and Similar Athletic Facilities/Courts
- Art Gallery/Studio.
- Assembly Halls of non-profit corporations.
- Libraries.
- Museums.
- Music Conservatories.
- Office buildings and office uses.
- Trade schools and schools for vocational training.
- Churches and other places of worship.
- Short-term rentals.
- Antique shop.
- Appliance Store.
- Artist materials supply, or studio.
- Automobile parking lots.
- Automobile supply store.
- Baby shop.
- Bakery/Baked Goods store.
- Bank.
- Barber shop, or beauty parlor.
- Book or stationery store.
- Camera shop.
- Candy store.
- Catering establishment.
- Child Care / Day Care establishment.
- Clothing or apparel store.
- Coffee house or coffee shop.
- Commercial uses/shops/or services.
- Dairy products or ice cream store.
- Delicatessen store.
- Dress shop.
- Drug store or fountain.
- Dry Cleaning and Laundry Establishment.

- Dry goods store.
- Fabric or notion store.
- Florist/Flower Shop.
- Furniture Store.
- Gift Shop.
- Grocery or supermarket.
- Hardware store.
- Hotel or motel.
- Interior decorating store.
- Jewelry shop.
- Key shop.
- Leather Store and/or Leather Goods Store.
- Locksmith.
- Medical Marijuana Dispensary, as allowed by state law.
- Music, Radio, Electronics, Telephone, or Television Store.
- Painting and decorating shop.
- Pet shop/or Small Animal Hospital.
- Pharmacy.
- Photographer's studio.
- Restaurant/Bar/Lounge/Tavern - may include live entertainment and/or a dance floor, (all such activity fully within an enclosed building) provided the kitchen remains open with full food service whenever live entertainment is offered.
- Retail Shops or Stores.
- Retail spirits store/Liquor store.
- Spa or Similar Establishment.
- Smoke, Tobacco, Vape, or Similar Shop.
- Self-service laundry.
- Sewing machine sales.
- Sporting goods sales.
- Shoe store or repair shop.
- Sign Store/Printing Store.
- Shopping Center.
- T-Shirt Printing
- Tanning Spa or Tanning Establishment.
- Tailor shop.
- Theater (excluding drive-in theaters), Bowling Alley, Arcade, or Similar Establishments, including those that sell alcoholic beverages in compliance with state law.
- Tier I Medical Marijuana Processor, as allowed by state law.
- Tier II Medical Marijuana Processor, as allowed by state law.
- Toy store.
- Apartments/Multi-Family Residential Dwelling Units.

EXHIBIT E

GREEN SPACE EXHIBIT

Full Size Documents Submitted to City Staff



ORDINANCE NO. O-2324-33

ITEM NO. 11

STAFF REPORT**GENERAL INFORMATION**

APPLICANT	Wiggin Properties, L.L.C.
REQUESTED ACTION	Rezoning to PUD, Planned Unit Development District
EXISTING ZONING	I-1, Light Industrial District
SURROUNDING ZONING	North: PUD (O-0809-24) East: PUD (O-1415-33) South: Outside Norman West: I-1, Light Industrial District, C-2, General Commercial District, A-2, Rural Agricultural District, R-1, Single-Family Dwelling District and RM-6, Medium-Density Apartment District
LOCATION	East of US Highway 77, South of East Cedar Lane Road, and North of Post Oak Road
WARD	5
CORE AREA	No
AREA/SF	151 acres more or less
PURPOSE	Commercial/office development and camping/recreation resort
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Links Apartments/Commercial East: Vacant (Proposed Destin Landing PUD) South: Single-Family Residential, Vacant/Church West: Industrial/Single-Family Residential (across Classen Blvd./Hwy 77)

LAND USE PLAN DESIGNATION	Low Density Residential and Mixed Use Designations, Special Planning Area 7
PROPOSED LAND USE DESIGNATION	Mixed Use
GROWTH AREA DESIGNATION	Future Urban Service Area
PROPOSED GROWTH AREA DESIGNATION	Current Urban Service Area

PROJECT OVERVIEW: The applicant, Wiggin Properties, L.L.C., is requesting rezoning to a Planned Unit Development, PUD, for approximately 151 acres on the northeast corner of the intersection of Classen Blvd. and Post Oak Rd. The subject property is currently zoned I-1, Light Industrial District. The applicant requests this rezoning to provide a location for a new recreation resort destination consisting of camping/glamping, outdoor activities, recreational vehicle reservation spaces with associated amenities and commercial/office development.

PROCEDURAL REQUIREMENTS:

GREENBELT MEETING: GBC23-29, November 21, 2023

Greenbelt forwards this item with the recommendation to save as many trees as possible.

PRE-DEVELOPMENT MEETING: PD23-33, September 28, 2023

The applicant presented the project layout and details. Neighbors were concerned about access, traffic, drainage, and transportation. The applicant addressed the concerns and explained how they need to meet all the City requirements. Some neighbors showed their support for the project, as they pointed out the lack of entertainment options in the area.

BOARD OF PARKS COMMISSIONERS MEETING:

This application was not required to go to the Board of Parks Commissioners. However, if the development does choose to move forward with a residential component, as outlined as a possible use in the PUD Narrative, they will be required to meet any required parkland/fee-in-lieu requirements.

ZONING ORDINANCE CITATION:

SEC. 36-509 – PLANNED UNIT DEVELOPMENT

1. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan of record. The "PUD" Planned Unit Development district herein established is intended to provide for greater flexibility in the design of buildings, yards, courts, circulation, and open space than would otherwise be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit and which are not now required by other regulations. By permitting and encouraging the use of such procedures, the Planning Commission and City Council will be able to make more informed land use decisions and thereby guide development more effectively in the best interest of the health, safety, and welfare of the City.

Specifically, the purposes of this section are to encourage:

- (a) A maximum choice in the types of environment and living units available public.
- (b) Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
- (c) Maximum enhancement and minimal disruption of existing natural features and amenities.
- (d) Comprehensive and innovative planning and design of diversified developments which are consistent with the City's long range plan and remain compatible with surrounding developments.
- (e) More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- (f) Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.

The PUD (Planned Unit Development) Regulations are designed to provide for small and large scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development which is related to, and affects, the long term value of the homes and other development. A Planned Unit Development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

STAFF ANALYSIS: The particulars of this PUD include:

USE: The PUD Narrative includes the allowable uses in Exhibit D. It includes retail/commercial, office, live outdoor entertainment, an adventure park, an outdoor amphitheater, and an RV, cabin, glamping, and camping resort.

OPEN SPACE/PARKLAND: The PUD Narrative and the Open Space Exhibit show a total of 54.45 acres, or 36% of the development, of open space. This is comprised of 13.95 acres of water space and 40.50 acres of green space.

SITE PLAN/ACCESS: There are two proposed access points for the development off Classen Blvd. The northern proposed access point is the new proposed alignment of 24th Avenue SE. The second proposed access point is the existing connection of 24th Avenue SE to Classen Blvd. There are two proposed access points off Post Oak Rd. The proposed site plan shows commercial and office buildings on the east side of the development along Classen Blvd. The RV resort destination is a majority of the development. The RV spots are on the north end. The adventure park is on the south end. There are three proposed clubhouses. A great lawn/amphitheater is proposed at the southwest portion of the green space, near the commercial portion of the development. Glamping, camping, and cabins are provided in various locations. Parking is located throughout the development.

LANDSCAPING: Landscaping for the development will comply with the Zoning Ordinance regulations.

SIGNAGE: Signage for all lots with an office or commercial use shall comply with the City of Norman's applicable commercial signage restrictions, as amended from time to time.

LIGHTING: All exterior lighting shall be installed in conformance with any applicable Norman Commercial Outdoor Lighting Standards, as such may be amended from time to time.

SANITATION/UTILITIES: The proposed development will have dumpsters located throughout. Dumpster enclosures will be required and reviewed with the building permit(s).

PARKING: Parking will meet or exceed the requirements in the Zoning Ordinance. The City currently does not have minimum parking requirements for the proposed uses in this PUD. If they move forward with a residential component, parking will be reviewed.

SIDEWALKS: Sidewalks are proposed and required along all public street frontages. The applicant is proposing walking trails in the resort area.

EXTERIOR BUILDING MATERIALS: The PUD Narrative includes the following for exterior materials: brick, wood, glass, stone, synthetic stone, stucco, EFIS, masonry, metal accents, composition shingles, synthetic slate shingles, metal roofs, or other comparable roofing materials, and any combination thereof. The applicant may file restrictive covenants against the property to more narrowly tailor architectural review within the development.

PHASING: The PUD Narrative states it is anticipated the eastern portion with the resort will be developed first. The commercial development will be dependent on market demand and absorption rates.

EXISTING ZONING: The subject property is currently zoned I-1, Light Industrial District. This district allows for industrial and warehousing uses, including sales of large equipment, and many manufacturing uses that must be enclosed completely in a building.

ALTERNATIVES/ISSUES:

IMPACTS: The subject property is currently and has historically been vacant. This development will be more intense than the current use, which will bring more traffic to the area. In the attached Development Review Form Transportation Impacts, the City Traffic Engineer explains a signal will be required at the intersection of Hwy 77/Classen Blvd. and 24th Avenue SE.

OTHER AGENCY COMMENTS:

FIRE DEPARTMENT: All building code/fire code requirements will be reviewed with platting and/or building permits.

PUBLIC WORKS/ENGINEERING: Please see the attached Preliminary Plat staff report from Engineering.

TRAFFIC ENGINEER: Please see the attached Development Review Form Transportation Impacts from the City Traffic Engineer.

UTILITIES: Service of dumpster locations for Block 1, Lots 1 and 2 of the development will require modification to the orientation of the dumpsters and private drive sizing and construction sufficient to accommodate City sanitation vehicles. Dumpster locations to be determined for other lots during the building permit process.

CONCLUSION: Staff forwards this request for rezoning from I-1, Light Industrial District, to a PUD, Planned Unit Development, and Ordinance No. O-2324-33 to the Planning Commission for consideration and recommendation to City Council.



CITY OF NORMAN, OK PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, December 14, 2023 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 14th day of December, 2023.

Notice and agenda of the meeting were posted at the Norman Municipal Building and online at <https://norman-ok.municodemeetings.com> at least twenty-four hours prior to the beginning of the meeting.

Chair Erica Bird called the meeting to order at 6:30 p.m.

ROLL CALL

PRESENT

Cameron Brewer
Steven McDaniel
Liz McKown
Kevan Parker
Erica Bird
Jim Griffith
Maria Kindel
Michael Jablonski

ABSENT

Doug McClure

A quorum was present.

STAFF PRESENT

Jane Hudson, Planning Director
Lora Hoggatt, Planning Services Manager
Melissa Navarro, Planner II
Roné Tromble, Admin. Tech. IV
Kathryn Walker, City Attorney
Beth Muckala, Assistant City Attorney
Todd McLellan, Development Engineer
David Riesland, Transportation Engineer
Awet Frezgi, Traffic Engineer
Bryce Holland, Multimedia Specialist

NORMAN 2025, PUD, ROW Closure, & Preliminary Plat

12. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Resolution No. R-2324-83: Wiggin Properties, L.L.C. requests amendment of the NORMAN 2025 Land Use and Transportation Plan from Mixed Use Designation and Low Density Residential Designation to Mixed Use Designation, change from Future Urban Service Area to Current Urban Service Area, and removal from Special Planning Area 7 (SPA-7), for approximately 151 acres of property located East of US Highway 77, South of East Cedar Lane Road, and North of Post Oak Road.

ITEMS SUBMITTED FOR THE RECORD:

1. NORMAN 2025 Map
2. Staff Report
3. Pre-Development Summary

13. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Ordinance No. O-2324-33: Wiggin Properties, L.L.C. requests rezoning from I-1, Light Industrial District, to PUD, Planned Unit Development, for approximately 151 acres of property located East of US Highway 77, South of East Cedar Lane Road, and North of Post Oak Road.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. PUD Narrative with Exhibits A-E
4. Site Plan

14. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Ordinance No. O-2324-34: Wiggin Properties, L.L.C. requests closure of a portion of the statutory right-of-way of 24th Avenue S.E. lying between E. Cedar Lane Road and E. Post Oak Road.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Request to Close Right-of-Way with Attachments
4. Letters from Utilities

15. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of PP-2324-11: Consideration of a Preliminary Plat submitted by D. Alan Haws, Inc. and Arkenco Development, L.L.C. (Grubbs Consulting, L.L.C.) for LIBERTY POINT, A Planned Unit Development for approximately 151 acres of property located East of US Highway 77, South of East Cedar Lane Road, and North of Post Oak Road.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Site Plan

PRESENTATION BY STAFF: Lora Hoggatt reviewed the staff reports, copies of which are filed with the minutes. The objections from utility companies have all been withdrawn. The Transportation Impacts stated the recommendation is approval; this was based on the traffic report submitted, which consisted of two curb cuts on State Hwy 77 and one on Post Oak. The site plan shows a total of nine curb cuts. None of the cuts have received final approval from ODOT.

PRESENTATION BY THE APPLICANT: Gunner Joyce, Rieger Law Group, representing the applicant, presented the project, a mixed use resort development called Liberty Point.

Mr. Joyce reported that one protest was received from the Farzaneh family who owns the adjacent Destin Landing property. They met with them and have come up with 9 conditions they will add to the PUD: 1) No mobile home park. 2) No manufactured housing east of the pipeline (cabins); in the southern portion where there are cabins, there will be no manufactured housing within 200' of the property line. 3) An extra 50' landscaped buffer along the east, in addition to the existing 100' buffer. 4) Limitation to short-term rentals: 3 months maximum, with one 3-month extension. 5) Quality control on the types of vehicles allowed – restriction on good material and condition of the RV, and less than 10 years old. 6) Move the dumpster and parking lot on the northeast 50' to the west. 7) Show a mutual cross-sewer easement with Destin Landing on the plat. 8) Extend a water line down to the southeast corner. 9) ODOT approval of curb cuts on Highway 77 to be finalized before City Council vote.

Mr. Jablonski asked about the green space exhibit. Mr. Joyce said they are wanting to work with the natural landscape, but there may be areas of dead trees. It will be much greener than what is shown on the exhibit. Mr. Jablonski commented on Glacier National Park, where the spots were really close, but had a lot of undergrowth so you didn't see your neighbors.

Mr. Brewer asked where the aerial adventure park will be located. Mr. Joyce said it is on the southern portion. There will be 3 clubhouses in various locations, and a great lawn amphitheater.

Mr. Parker noted there is only one access crossing the pond. Mark Grubbs said there is access from the west, and access directly south of the pond, and a crossing between the two ponds. They did coordinate with Fire, and they were agreeable to the two points of access for the project.

Ms. Bird commented on the new condition 5, regarding the age of RVs. Ms. Kindel added that restored Airstreams are very popular. Ms. Muckala cautioned about restrictions that we accept into PUDs in the event the City is called on to enforce them. Mr. Joyce said the applicant agreed, and they are happy to make the condition just good material and condition, and take the year restriction off. Quality control will be imposed prior to City Council approval.

Mr. Brewer asked about trails throughout the site and connectivity from the RV sites to the commercial area, and whether the commercial buildings are oriented toward the highway or toward the interior street. Mr. Joyce responded that the project will be developed in three phases, with the commercial area being the final phase. The first phase will be the pond and the area east of the pond. The second phase will be the

remainder of the RV spaces. Mr. Grubbs added that there will be a sidewalk around the pond, trails in the greenspace on the west, and sidewalks along the streets.

AUDIENCE PARTICIPATION:

Jalal Farzaneh, 497 Manorhill Drive, thanked Mr. Rieger and Mr. Joyce for arranging a meeting with the applicant, where they addressed all of the concerns with his Destin Landing project to the east. There will be an additional buffer. They agreed to bring the water line to the southeast corner with the first phase. He can withdraw his objection and support the project, because it will add a lot to the quality of life in Norman, and spaces for people coming for OU game days.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Ms. Kindel spoke in support of the project. It is perfectly timed with changes going on in Norman, will provide the kind of development we need, and it can be used by residents. She thanked the applicant for being willing to add the conditions.

Mr. Brewer commented that SEC fans like to travel in RVs. This project is a luxury RV resort. He encouraged quality commercial development. He commended the creativity of the project.

Ms. Bird asked about the commercial site plans. Mr. Joyce responded they are sort of laid out to code requirements. They do not have end users in mind. The area was shown because of the preliminary plat requirements and SPA-7 requires a master plan.

Ms. Bird asked if the commercial area would have to be built exactly as shown, or amend the PUD. Ms. Muckala responded that the PUD ordinance contains the provision for administrative variances. Mr. Joyce explained that when this site plan is approved, they can build within the setbacks that were included in the PUD. The PUD ordinance allows percentage change. Ms. Bird asked if it is the intent to come back for a PUD amendment when they are ready to develop the commercial area. Mr. Joyce said it is not the intent; it is possible to build without rezoning.

Mr. Brewer asked the number of RV spots. Kale Streeter reported that Phase 1 is planned for 323 sites; there are 399 spots drawn on the site plan, and they will lose at least 30 on the east side with the 50' setback.

Mr. Parker commented that he would like the Fire Department to take another look at this with regard to access. He suggested maybe extending the street across the north. Ms. Bird asked if a road exists along the section line at the north. Mr. Joyce said there is not a road; a private road is proposed within this. Mr. Streeter stated they have contemplated a service road or emergency exit road on the far east side. The pond to the north, when full, goes up close to the property line.

Ms. Bird commented that her concerns with the commercial area are how much parking is provided, the access points and the connectivity. She is excited about the project and that it is in Norman. She likes the individual commercial lots, as opposed to a strip mall.

Motion made by McKown, seconded by Kindel, to recommend approval of Resolution No. R-2324-83, Ordinance No. O-2324-33, Ordinance No. O-2324-34, and PP-2324-11 to City Council.

Voting Yea: Brewer, McDaniel, McKown, Parker, Bird, Griffith, Kindel, Jablonski

The motion to recommend approval of Resolution No. R-2324-83, Ordinance No. O-2324-33, Ordinance No. O-2324-34, and PP-2324-11 to City Council passed by a vote of 8-0.

*

File Attachments for Item:

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-34 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN SO AS TO CLOSURE OF THE 66' OF 24TH AVENUE S.E. STATUTORY RIGHT-OF-WAY LYING IN SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST AND SECTION FIFTEEN (15), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/13/2024

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Interim Director of Public Works

TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-34 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN SO AS TO CLOSURE OF THE 66' OF 24TH AVENUE S.E. STATUTORY RIGHT-OF-WAY LYING IN SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST AND SECTION FIFTEEN (15), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN.

BACKGROUND:

Statutory rights-of-way were established in Oklahoma with section lines as a grid system. Within Cleveland County a total of sixty-six feet (66') of total statutory rights-of-way were assigned for section line roads with thirty-three feet (33') on each side of the Section Line. The attorney for the applicant wants to clear up any potential issues before final platting Liberty Point Addition, a Planned Unit Development Addition. Planning Commission, at its meeting of December 14, 2023, recommended approval of Ordinance No. O-2324-34.

DISCUSSION:

The applicant through the design of the preliminary plat for Liberty Point Addition, a Planned Unit Development is proposing the relocation of 24th Avenue S.E.

All of the franchised utilities were notified to assess the impact on their facilities if the rights-of-way was closed. Originally, some of the utility companies objected to the closure. The attorney for the applicant worked with the utility companies and agreed to provide the utility companies easements on the preliminary plat, in place of the existing right-of-way. The preliminary plat has been revised to provide the needed easements as requested by the utility companies.

STAFF RECOMMENDATION:

As a result of the above information, Staff supports Ordinance No. O-2324-34.

O-2324-34

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 15, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, AND PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, AND PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 1. That, pursuant to Resolution Number R-8182-66, Wiggin Properties, L.L.C., on behalf of the owners, D. Alan Haws, Inc., and Arkenco Development, L.L.C., the owners of the subject property, have petitioned the City to have a portion of the statutory right-of-way of 24th Avenue S.E. lying between E. Cedar Lane and E. Post Oak Road closed; and,
- § 2. That, also pursuant to Resolution Number R-8182-66, the proper notice has been given, and the maps, memorandums and other items required by said Resolution have been presented to this Council; and
- § 3. That, also pursuant to Resolution Number R-8182-66, a public hearing has been held by the Planning Commission on December 14, 2023 regarding said closing; and
- § 4. That, the portion of the public rights-of-way described as follows are hereby closed:

The **WEST 33 FEET** of the following described property:

Part of the Southwest Quarter (SW/4) of Section 15, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma, described as follows:

Beginning at the Southeast Corner of said SW/4; Thence N 89°53'33" W along the South line of said SW/4 a distance of 100.00 feet; Thence N 00°00'07" E and parallel with the East line of said SW/4 a distance of 363.00 feet; Thence N 89°53'33" W and parallel with said South line a distance of 750.00 feet; Thence S 00°00'07" W and parallel with said East line a distance

of 363.00 feet to a point on said South line; Thence N 89°53'33" W along said South line a distance of 1076.44 feet;

Thence N 27°30'23" W a distance of 1538.58 feet to a point on the West line of said SW/4; Thence N 00°01'19" W along said West line a distance of 1278.03 feet to the Northwest Corner of said SW/4; Thence S 89°44'29" E along the North line of said SW/4 a distance of 2637.64 feet to the Northeast Corner of said SW/4; Thence S 00°00'07" W along the East line of said SW/4 a distance of 2634.38 feet to the point of beginning.

AND

The **EAST 33 FEET** of the following described two tracts of land:

Part of the Northeast Quarter (NE/4) of Section 16, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma, lying East of the US Highway No. 77 East Right of Way and South of a line described as being parallel to and 2599.24 feet South of the North Section line of said NE/4; also described by Metes and Bounds as follows:

COMMENCING at the Northeast Corner of said Section 16; Thence S 00°00'24" W, on the East line of the NE/4 of said Section 16 for a distance of 2599.24 feet to the point of beginning, said point being the Southeast Corner of SOUTH LAKE INDUSTRIAL PARK ADDITION; Thence S 00°00'24" W on the East line of said NE/4 for a distance of 41.65 feet to the Southeast Corner of said NE/4; Thence S 89°18'32" W on the South line of said NE/4 for a distance of 614.49 feet to a point on the East Right of Way line of US Highway No. 77; Thence N 27°35'11" W on said right of way line for a distance of 44.60 feet to a point on the South line of SOUTH LAKE INDUSTRIAL PARK ADDITION; Thence N 89°08'24" E on said South line for a distance of 635.17 feet to the point of beginning;

AND

Part of the Southeast Quarter (SE/4) of Section 16, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma, lying East and North of the US Highway No. 77 Right of Way; also described by Metes and Bounds as follows:

Commencing at the Northeast Corner of said SE/4; Thence S 00°00'24" W on the East line of the SE/4 for a distance of 1004.18 feet; Thence S 62°24'49" W for a distance of 77.90 feet to a point on the East right of way line of US Highway No. 77; Thence N 27°35'11" W, on said right of way line for a distance of 300.00 feet; Thence N 28°32'28" W on said right of way line for a distance of 300.04 feet; Thence N 27°35'11" W on said right of way line for a distance of 567.94 feet to a point on the North line of said SE/4; Thence N 89°18'32" E on said North line for a distance of 614.49 feet to the point of beginning.

§ 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day of _____, 2024.

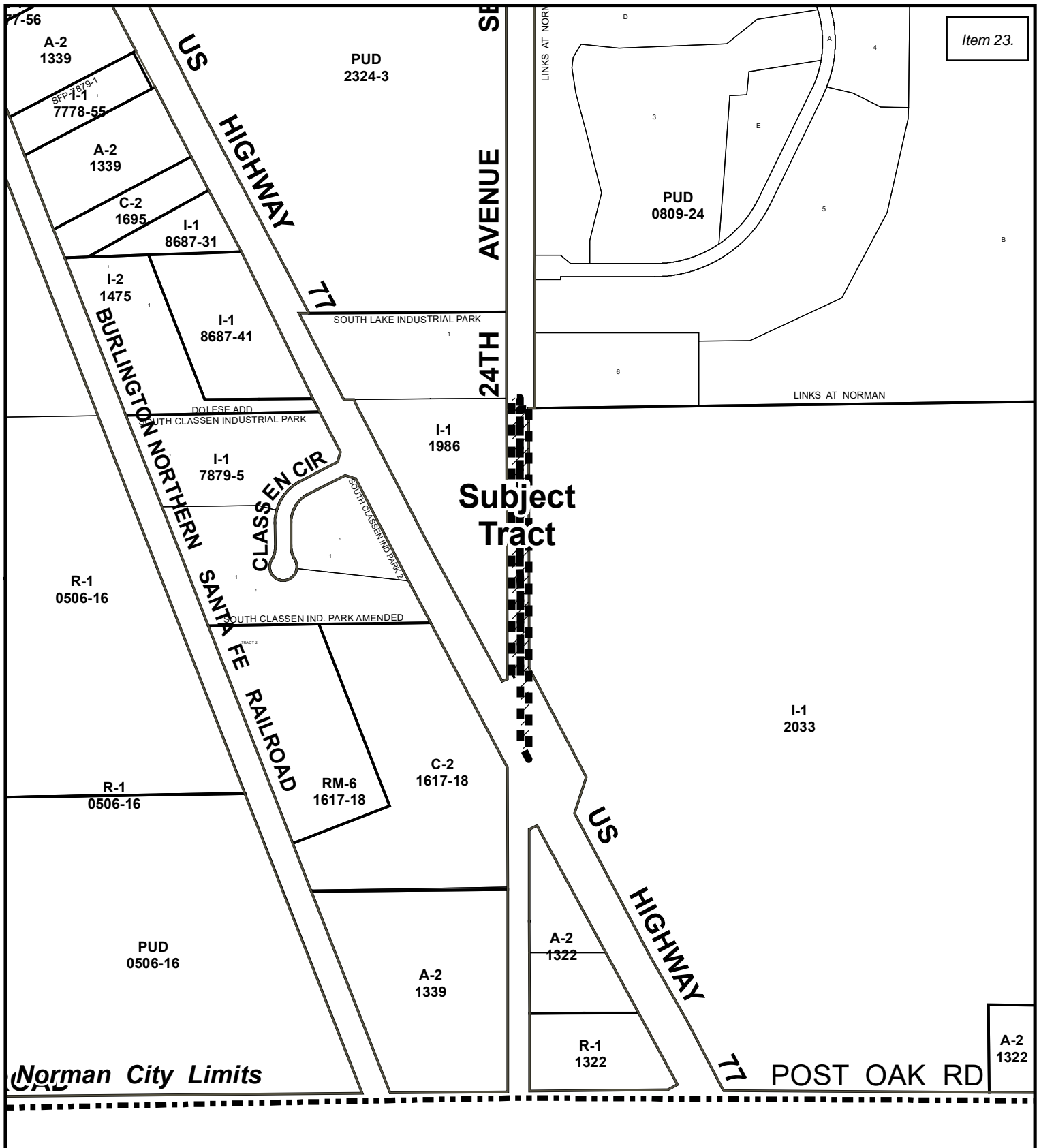
NOT ADOPTED this _____ day of _____, 2024.

(Mayor)

(Mayor)

ATTEST:

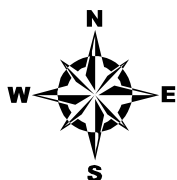
(City Clerk)



Location Map



Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.

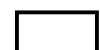


November 17, 2023

0 250 500 Ft.



Subject Tract



Zoning

Sean Paul Rieger
Daniel L. Sadler
Gunner B. Joyce



Keith A. Barrett
Libby A. Smith
Joe P. Krodel

November 1, 2023

Ms. Brenda Hall
City Clerk
City of Norman
201 West Gray
Norman, OK 73069

RE: Request to close a portion of the statutory right-of-way of 24th Avenue SE lying between E. Cedar Lane and E. Post Oak Road, being part of the SW/4 of Section 15 and Part of the SE/4 of Section 16, T8N, R2W of the Indian Meridian in Cleveland County

Dear Ms. Hall,

On behalf of the property owners lying on both sides of the statutory right-of-way of 24th Avenue SE, we would like to submit this letter as petition to close that part of the statutory right-of-way lying between said properties as described and depicted in the attached Exhibits A and B, Legal Description and Layout of Statutory Right-of-way to Be Closed.

The closing of the right-of-way will not impede the function of 24th Avenue SE in this area. Rather, a new, improved section of 24th Avenue SE is planned in order to allow for the proposed development of our property into a mixed use development that would include commercial uses and a recreational vehicle campground. Appropriate public street and utility easements will be provided in the proposed preliminary and final plats of Liberty Point, the proposed project. If closing of the statutory right-of-way described and shown on the attached exhibits is approved by the City Council, an application to vacate said portion via District Court will be pursued.

We've attached the (i) Legal Description and Layout of Portion of Statutory Right-of-Way to be Closed, (ii) Certified List of Property Owners within 300 feet (3 copies), and (iii) Check in the amount of \$400 for filing fee. Please do not hesitate to contact us if you need additional information or if we can answer any questions.

Very Truly Yours,
RIEGER LAW GROUP PLLC

A handwritten signature in dark ink, appearing to be 'G-B Joyce', written over a horizontal line.

GUNNER B. JOYCE
Attorney at Law

City of Norman
Planning and Community Development
201-A West Gray
Norman, OK 73070

Attn: Ms. Jane Hudson, Planning and Community Development Director

RE: Letter of Authorization for Submittals to the City

Dear Ms. Hudson,

As Manager of Arkenco Development, LLC, I hereby authorize Wiggin Properties, LLC, Rieger Law Group, PLLC, and Grubbs Consulting, LLC to act as agents on our behalf in the submittal and processing of the Preliminary Plat, Rezoning, and any other subsequent applications submitted to the City of Norman.

Signature:



9/5/23

Print Name:

Mark Cox

Title:

Manager

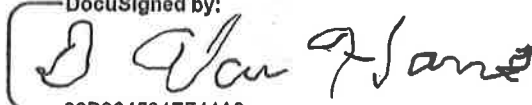
September 1, 2023

Ms. Jane Hudson
Director Planning and Community Development City of Norman
201-A West Gray
Norman, OK 73070

RE: Letter of Authorization for Submittals to the City for D. Alan Haws, Inc.

Ms. Hudson,

As President of D. Alan Haws, Inc., I hereby authorize Wiggin Properties, LLC, Rieger Law Group, PLLC, and Grubbs Consulting, LLC to act as agents on my behalf in the submittal and processing of the Preliminary Plat, Rezoning, and any other subsequent applications submitted to the City of Norman on the property identified in the attached survey. Thank you for your assistance during this planning and rezoning process.

DocuSigned by:

92B064534EF44A9...

D. Alan Haws
President, D. Alan Haws, Inc.

RECORD LOCAL DESCRIPTION

RECORD COPY
Part of the National Archive (NAA) of the United States (NAA) is located at the National Archives and Records Administration (NARA) in College Park, Maryland. The NAA is a collection of records from the United States government, including records from the Executive, Legislative, and Judicial branches. The NAA is a valuable resource for researchers and the public alike. The NAA is a collection of records from the United States government, including records from the Executive, Legislative, and Judicial branches. The NAA is a valuable resource for researchers and the public alike. The NAA is a collection of records from the United States government, including records from the Executive, Legislative, and Judicial branches. The NAA is a valuable resource for researchers and the public alike.

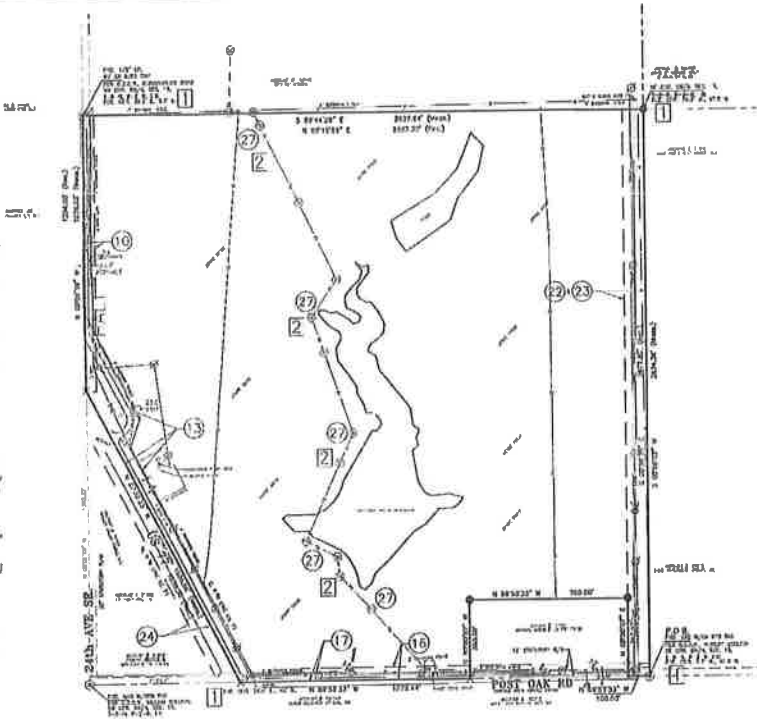
AS-SURVIVED LEGAL DESCRIPTION

[illegible]

GENERAL SURVEY NOTES

[illegible]

LEGEND

[illegible]

SCHEDULE D-11 EASEMENT NOTES

[illegible]

LIST OF POSSIBLE ENCROACHMENTS

1 From 1997 to 2000, the number of people who were employed in the health care industry in the United States increased by approximately 15 percent. Which of the following best explains this increase?

ZONING

The author gratefully acknowledges the help of Dr. J. H. W. Lam, who provided the samples used in this study.

SURVEYOR'S CERTIFICATE

[illegible]

Page 8 of 10

EXHIBIT A
CLOSING OF A PORTION OF STATUTORY RIGHT OF WAY
ALONG 24TH AVENUE SOUTHEAST

The **WEST 33 FEET** of the following described property:

Part of the Southwest Quarter (SW/4) of Section 15, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma, described as follows:

Beginning at the Southeast Corner of said SW/4;

Thence N 89°53'33" W along the South line of said SW/4 a distance of 100.00 feet;

Thence N 00°00'07" E and parallel with the East line of said SW/4 a distance of 363.00 feet;

Thence N 89°53'33" W and parallel with said South line a distance of 750.00 feet;

Thence S 00°00'07" W and parallel with said East line a distance of 363.00 feet to a point on said South line;

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Thence S 89°44'29" E along the North line of said SW/4 a distance of 2637.64 feet to the Northeast Corner of said SW/4;

Thence S 00°00'07" W along the East line of said SW/4 a distance of 2634.38 feet to the point of beginning.

AND

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COMMENCING at the Northeast Corner of said Section 16;

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Thence S 00°00'24" W on the East line of said NE/4 for a distance of 41.65 feet to the Southeast Corner of said NE/4;

Thence S 89°18'32" W on the South line of said NE/4 for a distance of 614.49 feet to a point on the East Right of Way line of US Highway No. 77;

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Thence N 89°08'24" E on said South line for a distance of 635.17 feet to the point of beginning;

AND,

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Thence N $28^{\circ}32'28''$ W on said right of way line for a distance of 300.04 feet;

Thence N $27^{\circ}35'11''$ W on said right of way line for a distance of 567.94 feet to a point on the North line of said SE/4;

Thence N $89^{\circ}18'32''$ E on said North line for a distance of 614.49 feet to the point of beginning;

ORDINANCE NO. O-2324-34

ITEM NO. 12

STAFF REPORT

GENERAL INFORMATION

APPLICANTS

Wiggins Properties., L.L.C.
(Sean Rieger Attorney)

REQUESTED ACTION

Closure of the East 66-foot of statutory right-of-way for 24th Avenue S.E. as described in the closure request.

BACKGROUND: Statutory rights-of-way were established in Oklahoma with section line as a grid system. Within Cleveland County a total of sixty-six feet (66') of total statutory rights-of-way were assigned for section line roads with thirty-three feet (33') on each side of the Section.

DISCUSSION: The right-of-way being requested for closure is 66' of 24th Avenue S.E. right-of-way beginning south of South Lake Industrial Park, Lot 1, Block 1 to its connection with Classen Boulevard.

There are no City owned utilities located within the proposed closed right-of-way. However, City staff has received objections from several utility companies.

RECOMMENDATION: Staff recommends disapproval or postponement of the request to close the statutory right-of-way as requested until agreements can be worked out with the utility companies.

ACTION NEEDED: Recommend approval or disapproval of the request to close the specific right-of-way as described in Ordinance No. O-2324-34 to City Council.

ACTION TAKEN: _____



CITY OF NORMAN, OK PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Thursday, December 14, 2023 at 6:30 PM

MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 14th day of December, 2023.

Notice and agenda of the meeting were posted at the Norman Municipal Building and online at <https://norman-ok.municodemeetings.com> at least twenty-four hours prior to the beginning of the meeting.

Chair Erica Bird called the meeting to order at 6:30 p.m.

ROLL CALL

PRESENT

Cameron Brewer
Steven McDaniel
Liz McKown
Kevan Parker
Erica Bird
Jim Griffith
Maria Kindel
Michael Jablonski

ABSENT

Doug McClure

A quorum was present.

STAFF PRESENT

Jane Hudson, Planning Director
Lora Hoggatt, Planning Services Manager
Melissa Navarro, Planner II
Roné Tromble, Admin. Tech. IV
Kathryn Walker, City Attorney
Beth Muckala, Assistant City Attorney
Todd McLellan, Development Engineer
David Riesland, Transportation Engineer
Awet Frezgi, Traffic Engineer
Bryce Holland, Multimedia Specialist

NORMAN 2025, PUD, ROW Closure, & Preliminary Plat

12. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Resolution No. R-2324-83: Wiggin Properties, L.L.C. requests amendment of the NORMAN 2025 Land Use and Transportation Plan from Mixed Use Designation and Low Density Residential Designation to Mixed Use Designation, change from Future Urban Service Area to Current Urban Service Area, and removal from Special Planning Area 7 (SPA-7), for approximately 151 acres of property located East of US Highway 77, South of East Cedar Lane Road, and North of Post Oak Road.

ITEMS SUBMITTED FOR THE RECORD:

1. NORMAN 2025 Map
2. Staff Report
3. Pre-Development Summary

13. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Ordinance No. O-2324-33: Wiggin Properties, L.L.C. requests rezoning from I-1, Light Industrial District, to PUD, Planned Unit Development, for approximately 151 acres of property located East of US Highway 77, South of East Cedar Lane Road, and North of Post Oak Road.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. PUD Narrative with Exhibits A-E
4. Site Plan

14. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of Ordinance No. O-2324-34: Wiggin Properties, L.L.C. requests closure of a portion of the statutory right-of-way of 24th Avenue S.E. lying between E. Cedar Lane Road and E. Post Oak Road.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Request to Close Right-of-Way with Attachments
4. Letters from Utilities

15. Consideration of Approval, Acceptance, Rejection, Amendment, and/or Postponement of PP-2324-11: Consideration of a Preliminary Plat submitted by D. Alan Haws, Inc. and Arkeno Development, L.L.C. (Grubbs Consulting, L.L.C.) for LIBERTY POINT, A Planned Unit Development for approximately 151 acres of property located East of US Highway 77, South of East Cedar Lane Road, and North of Post Oak Road.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Site Plan

PRESENTATION BY STAFF: Lora Hoggatt reviewed the staff reports, copies of which are filed with the minutes. The objections from utility companies have all been withdrawn. The Transportation Impacts stated the recommendation is approval; this was based on the traffic report submitted, which consisted of two curb cuts on State Hwy 77 and one on Post Oak. The site plan shows a total of nine curb cuts. None of the cuts have received final approval from ODOT.

PRESENTATION BY THE APPLICANT: Gunner Joyce, Rieger Law Group, representing the applicant, presented the project, a mixed use resort development called Liberty Point.

Mr. Joyce reported that one protest was received from the Farzaneh family who owns the adjacent Destin Landing property. They met with them and have come up with 9 conditions they will add to the PUD: 1) No mobile home park. 2) No manufactured housing east of the pipeline (cabins); in the southern portion where there are cabins, there will be no manufactured housing within 200' of the property line. 3) An extra 50' landscaped buffer along the east, in addition to the existing 100' buffer. 4) Limitation to short-term rentals: 3 months maximum, with one 3-month extension. 5) Quality control on the types of vehicles allowed – restriction on good material and condition of the RV, and less than 10 years old. 6) Move the dumpster and parking lot on the northeast 50' to the west. 7) Show a mutual cross-sewer easement with Destin Landing on the plat. 8) Extend a water line down to the southeast corner. 9) ODOT approval of curb cuts on Highway 77 to be finalized before City Council vote.

Mr. Jablonski asked about the green space exhibit. Mr. Joyce said they are wanting to work with the natural landscape, but there may be areas of dead trees. It will be much greener than what is shown on the exhibit. Mr. Jablonski commented on Glacier National Park, where the spots were really close, but had a lot of undergrowth so you didn't see your neighbors.

Mr. Brewer asked where the aerial adventure park will be located. Mr. Joyce said it is on the southern portion. There will be 3 clubhouses in various locations, and a great lawn amphitheater.

Mr. Parker noted there is only one access crossing the pond. Mark Grubbs said there is access from the west, and access directly south of the pond, and a crossing between the two ponds. They did coordinate with Fire, and they were agreeable to the two points of access for the project.

Ms. Bird commented on the new condition 5, regarding the age of RVs. Ms. Kindel added that restored Airstreams are very popular. Ms. Muckala cautioned about restrictions that we accept into PUDs in the event the City is called on to enforce them. Mr. Joyce said the applicant agreed, and they are happy to make the condition just good material and condition, and take the year restriction off. Quality control will be imposed prior to City Council approval.

Mr. Brewer asked about trails throughout the site and connectivity from the RV sites to the commercial area, and whether the commercial buildings are oriented toward the highway or toward the interior street. Mr. Joyce responded that the project will be developed in three phases, with the commercial area being the final phase. The first phase will be the pond and the area east of the pond. The second phase will be the

remainder of the RV spaces. Mr. Grubbs added that there will be a sidewalk around the pond, trails in the greenspace on the west, and sidewalks along the streets.

AUDIENCE PARTICIPATION:

Jalal Farzaneh, 497 Manorhill Drive, thanked Mr. Rieger and Mr. Joyce for arranging a meeting with the applicant, where they addressed all of the concerns with his Destin Landing project to the east. There will be an additional buffer. They agreed to bring the water line to the southeast corner with the first phase. He can withdraw his objection and support the project, because it will add a lot to the quality of life in Norman, and spaces for people coming for OU game days.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Ms. Kindel spoke in support of the project. It is perfectly timed with changes going on in Norman, will provide the kind of development we need, and it can be used by residents. She thanked the applicant for being willing to add the conditions.

Mr. Brewer commented that SEC fans like to travel in RVs. This project is a luxury RV resort. He encouraged quality commercial development. He commended the creativity of the project.

Ms. Bird asked about the commercial site plans. Mr. Joyce responded they are sort of laid out to code requirements. They do not have end users in mind. The area was shown because of the preliminary plat requirements and SPA-7 requires a master plan.

Ms. Bird asked if the commercial area would have to be built exactly as shown, or amend the PUD. Ms. Muckala responded that the PUD ordinance contains the provision for administrative variances. Mr. Joyce explained that when this site plan is approved, they can build within the setbacks that were included in the PUD. The PUD ordinance allows percentage change. Ms. Bird asked if it is the intent to come back for a PUD amendment when they are ready to develop the commercial area. Mr. Joyce said it is not the intent; it is possible to build without rezoning.

Mr. Brewer asked the number of RV spots. Kale Streeter reported that Phase 1 is planned for 323 sites; there are 399 spots drawn on the site plan, and they will lose at least 30 on the east side with the 50' setback.

Mr. Parker commented that he would like the Fire Department to take another look at this with regard to access. He suggested maybe extending the street across the north. Ms. Bird asked if a road exists along the section line at the north. Mr. Joyce said there is not a road; a private road is proposed within this. Mr. Streeter stated they have contemplated a service road or emergency exit road on the far east side. The pond to the north, when full, goes up close to the property line.

Ms. Bird commented that her concerns with the commercial area are how much parking is provided, the access points and the connectivity. She is excited about the project and that it is in Norman. She likes the individual commercial lots, as opposed to a strip mall.

Motion made by McKown, seconded by Kindel, to recommend approval of Resolution No. R-2324-83, Ordinance No. O-2324-33, Ordinance No. O-2324-34, and PP-2324-11 to City Council.

Voting Yea: Brewer, McDaniel, McKown, Parker, Bird, Griffith, Kindel, Jablonski

The motion to recommend approval of Resolution No. R-2324-83, Ordinance No. O-2324-33, Ordinance No. O-2324-34, and PP-2324-11 to City Council passed by a vote of 8-0.

*

City Council Agenda

O-2324-34

January 23, 2024

ITEM: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2324-34: UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING SIXTY-SIX FOOT OF STATATORY RIGHT-OF-WAY FOR 24TH AVENUE S.E. AS DESCRIBED IN THE APPLICANTS REQUEST.

File Attachments for Item:

24. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-11 PRELIMINARY PLAT FOR LIBERTY POINT ADDITION, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED EAST OF CLASSEN BOULEVARD (U.S. HIGHWAY 77) ONE HALF MILE SOUTH OF CEDAR LANE ROAD AND NORTH OF POST OAK ROAD).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/13/2024

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Scott Sturtz, Interim Director of Public Works

TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2324-11 PRELIMINARY PLAT FOR LIBERTY POINT ADDITION, A PLANNED UNIT DEVELOPMENT (GENERALLY LOCATED EAST OF CLASSEN BOULEVARD (U.S. HIGHWAY 77) ONE HALF MILE SOUTH OF CEDAR LANE ROAD AND NORTH OF POST OAK ROAD).

BACKGROUND:

This item is a preliminary plat for Liberty Point Addition, a Planned Unit Development generally located east of Classen Boulevard (U.S. Highway 77) one half mile south of Cedar Lane Road and north of Post Oak Road. This property consists of approximately 151 acres. The developer has proposed mixed uses for the property. The property consists of 151 acres. There are several commercial/office lots, storage facility and a large RV facility. Planning Commission, at its meeting of December 14, 2023, recommended approval of amending the NORMAN 2025 Land Use and Transportation Plan from Mixed Use and Low Density Residential Designations to Mixed Use Designation and from Future Urban Service Area to Current Urban Service Area and approval of Ordinance No. O-2324-33 placing this property in the PUD, Planned Unit Development and removing it from I-1, Light Industrial District. Also, Planning Commission recommended closure of a portion of 24th Avenue S.E. right-of-way (full width) with Ordinance No. O-2324-34. In addition, Planning Commission recommended approval of the preliminary plat for Liberty Point Addition, a Planned Unit Development. At the Planning Commission meeting of December 14, 2023, the applicants agreed to several conditions the adjacent property owner requested. In addition, drive approaches onto Classen Boulevard have been reduced to meet ODOT requirements. As a result, new submittals (preliminary plat and preliminary site development plan) have been submitted to replace the submittals at Planning Commission addressing the conditions.

DISCUSSION:

The proposed development is a recreational campground development with approximately 551 recreational lots including class B RV, RV pull-thru, RV back in, cabin, and glamping sites as well as supporting amenities available to the patrons. Additionally, the site features approximately 34.9 acres of future retail or mixed-use parcels, the site is expected to generate approximately 11,725 trips per day, 371 AM peak hour trips, and 1,182 PM peak hour trips.

Obviously being well above the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), the developer submitted a traffic impact analysis documenting the trip generation information for this addition as well as a discussion regarding the proposed access points relative to existing streets and/or driveways along the US-77/Classen Boulevard corridor, 24th Avenue SE, and Post Oak Road. On behalf of the developer, TEC submitted the traffic impact analysis. Traffic operational issues are not anticipated due to the development.

STREET	NO. OF LANES	BACKGROUND TRAFFIC (Veh/day)	PROJECTED TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (EXISTING)	% CAPACITY USED (PROJECTED)
US-77/Classen Boulevard	5	20,300	11,139*	31,439	36,000	56.39	87.33
24 th Avenue SE	2	1,000	469*	1,469	17,100	5.85	8.59
Post Oak Road	2	900	469*	1,369	17,100	5.26	8.01
Cedar Lane Road	4	10,000	1,290*	11,290	34,200	29.24	33.01

* Trip distribution splits are 95% on US-77/Classen Boulevard, 11% on Cedar Lane Road, 4% on 24th Avenue SE, and 4% on Post Oak Road

The proposed development will have three access points, one located along US-77/Classen Boulevard corridor, one on 24th Avenue SE, and one along Post Oak Road. With regards to the location of the access points, all driveways meet the minimum driveway requirement in the Engineering Design Criteria. Capacity exceeds demand in this area. As such, additional off-site improvements are not anticipated.

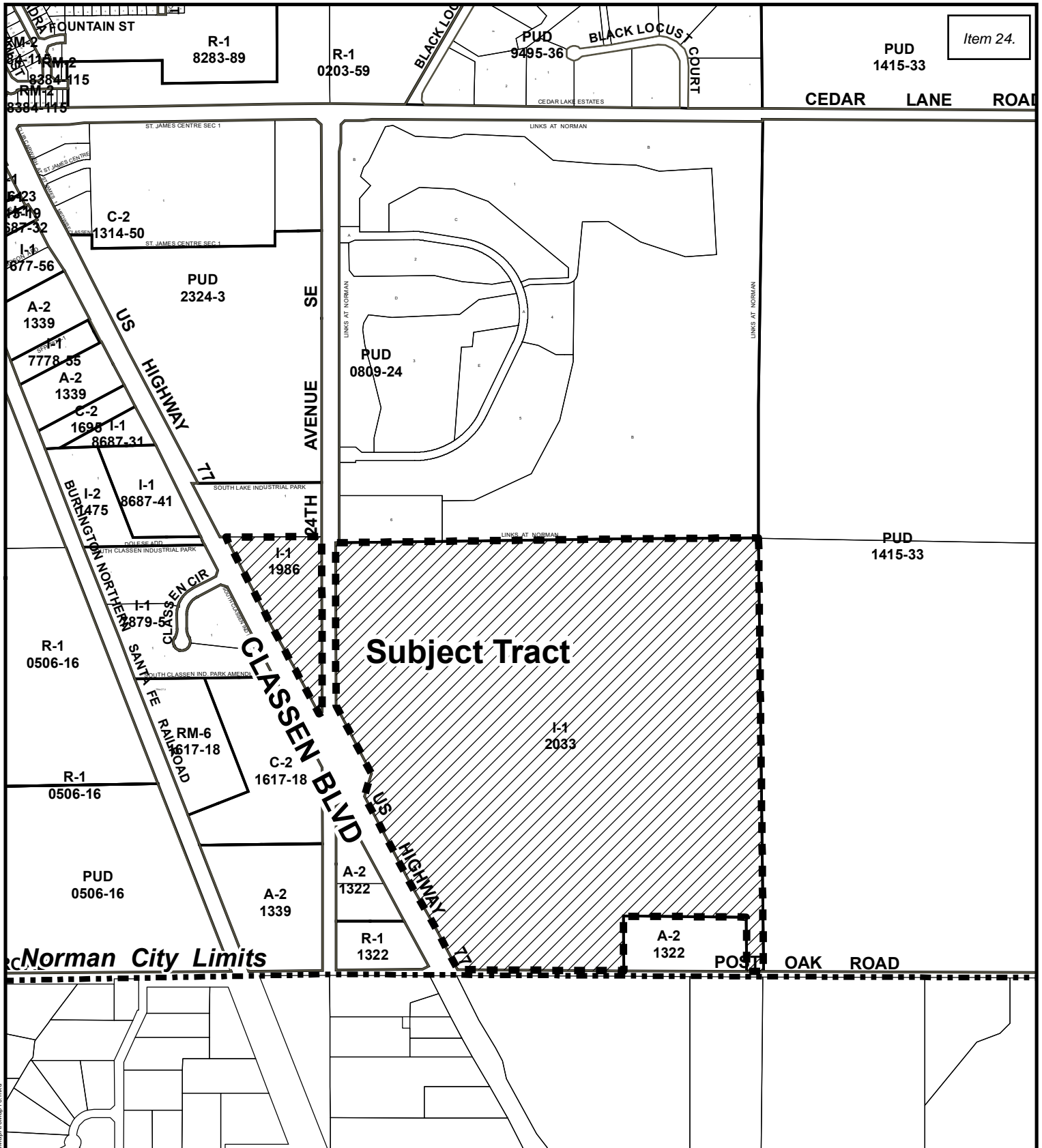
Signalization of the US-77/Classen Boulevard intersection with the realigned 24th Avenue SE/Home Street is warranted in the traffic impact analysis. The traffic impact analysis has been submitted to the Oklahoma Department of Transportation (ODOT) for review. Initial approval of this new traffic signal was not granted by ODOT. This traffic signal is crucial to accommodate the future traffic to be generated by the site.

While no negative traffic impacts are anticipated, an assessment of impact fees was previously established in an earlier traffic study at \$43.48 and \$113.46 per PM peak hour trip in the Destin Landing traffic impact study for Cedar Lane Road and Post Oak Road intersecting US-77/Classen Boulevard respectively. These impact fees were to cover a portion of the costs associated with improvements at the intersections of US-77/Classen Boulevard at Cedar Lane Road, and US-77/Classen Boulevard at Post Oak Road. The Liberty Point TIA identified 543 PM peak hour trips through the US-77/Classen Boulevard at Cedar Lane Road intersection, and 218 PM peak hour trips through the US-77/Classen Boulevard at Post Oak Road intersection. The fees for the intersections are \$23,609.64 and \$24,734.28 respectively. In total, \$48,343.92 in traffic impact fees for Cedar Lane Road and Post Oak Road intersecting US-77/Classen Boulevard will need to be collected with the filing of the Final Plat. In addition, traffic impact fees in terms of the local match will be collected for the new traffic signal on US-77 at 24th Avenue SE/Home Street. Assuming a \$300,000 cost for the traffic signal, the local match would be \$60,000. This, when added to the previously identified traffic impact fees, will result in a new total of \$108,343.92 to be collected with the filing of the Final Plat.

1. **Fire Hydrants.** Fire hydrants will be installed in accordance with approved plans and City standards. Their locations have been approved by the Fire Department. Larger lots may require additional fire hydrants with final platting.
2. **Drainage** Storm water and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Runoff will be conveyed to privately-maintained detention facility located on the east property. A property owner association will be responsible for maintenance of the detention pond, common open area and public rights-of-way.
3. **Sanitary Sewers.** Sanitary sewer mains will be installed to serve this property in accordance with approved plans and City and State Department of Environmental Quality standards. This area will be served by an existing lift station. Utilities Department supports the sanitary sewer solution as long as the developer and City Council approve a Lift Station Agreement and Fee to be included on future utility bills for this development.
4. **Sidewalks.** Sidewalks will be constructed adjacent to Classen Boulevard, 24th Avenue S.E., Liberty Point Drive and Liberty Circle. A 10' trail within a 20' trail easement will be installed adjacent to Post Oak Road.
5. **Streets.** Classen Boulevard is existing as a Principal Urban Arterial street and part of the State Highway System (US Highway 77). Twenty-fourth Avenue S.E. is proposed to be relocated to the northern portion of the property and connect to Classen Boulevard and constructed as a Minor Urban Arterial street. Liberty Point Drive and Liberty Circle will be constructed as collector streets. Post Oak Road will be constructed as a Minor Rural Arterial street
6. **Water Mains.** Twelve-inch water mains will be installed adjacent to Classen Boulevard, Post Oak Road and Liberty Point Drive/Liberty Circle. Water lines will serve the RV facility.
9. **Public Dedications.** All rights-of-way and easements will be dedicated to the City with final platting.

STAFF RECOMMENDATIONS:

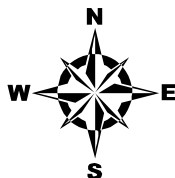
Based upon the above information, staff recommends approval of the preliminary plat for Liberty Point Addition, a Planned Unit Development.



Location Map



Map Produced by the City of Norman Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.



November 2, 2023

0 400 800 Ft.



Subject Tract



Zoning

Planning Commission Agenda
December 14, 2023

PRELIMINARY PLAT

ITEM NO. 13

PP-2324-11

STAFF REPORT

ITEM: Consideration of a Preliminary Plat for **LIBERTY POINT ADDITION, A PLANNED UNIT DEVELOPMENT**.

LOCATION: Generally located east of Classen Boulevard (US Highway 77) one-half mile south of Cedar Lane Road and north of Post Oak Road.

INFORMATION:

1. Owners. D. Alan Haws, Inc. and Arkenco Development, L.L.C.
2. Developer. Wiggins Properties, L.L.C.
3. Engineer. Grubbs Consulting, L.L.C.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1315 annexing a portion of this property into the Norman Corporate City limits without zoning.
2. October 21, 1961. City Council adopted Ordinance No. 1318 annexing the remainder of this property into the Corporate City limits without zoning.
3. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in the A-2, Rural Agricultural District.
4. June 20, 1967. Planning Commission, on a vote of 8-0, recommended to City Council placing the property west of 24th Avenue S.E. into the I-1, Light Industrial District and removing it from A-2, Rural Agricultural District.
5. September 12, 1967. City Council adopted Ordinance No. 1986 placing the property west of 24th Avenue S.E. in the I-1, Light Industrial District and removing it from A-2, Rural Agricultural District.
6. July 8, 1968. Planning Commission, on a vote of 8-0, recommended to City Council that this property located east of 24th Avenue S.E. be placed in the I-1, Light Industrial District and removed from A-2, Rural Agricultural District.

HISTORY, (con't):

7. February 27, 1968. City Council adopted Ordinance No. 2033 placing this property east of 24th Avenue S.E. in the I-1, Light Industrial District and removing it from A-2, Rural Agricultural District.
8. December 13, 1984. Planning Commission, on a vote of 9-0, approved the preliminary plat for South Lake Industrial Park Addition (located on the west side of 24th Avenue S.E.).
9. December 13, 1989. Approval of the preliminary plat became null and void.
10. December 7, 2023. The Norman Board of Parks Commissioners is scheduled to consider park land requirements for the residential component with Liberty Point, a Planned Unit Development. Results of that consideration will be presented separately.
11. December 14, 2023. The applicant has made a request to amend the NORMAN 2025 Land Use and Transportation Plan from Mixed Use Designation and Low Density Residential Designation to Mixed Use Designation, change from Future Urban Service Area to Current Service Area, and removal from Special Planning Area 7 (SPA-7) for approximately 151 acres.
12. December 14, 2023. The applicant has made a request to rezone these properties from I-1, Light Industrial District to PUD, Planned Unit Development.
13. December 14, 2023. The applicant has made a request to close and vacate a portion of 24th Avenue right-of-way (full width).

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been reviewed by the Fire Department. Additional fire hydrants will be required for the large tracts when a final site development plan is submitted with a final plat.
2. Permanent Markers. Permanent markers will be installed prior to filing of any final plat.
3. Sanitary Sewers. Sanitary sewer mains will be installed to serve this property in accordance with approved plans and City and State Department of Environmental Quality standards. This area will be served by an existing lift station. Utilities Department supports the sanitary sewer solution as long as the developer and City Council approve a Lift Station Agreement and Fee to be included on future utility bills for this development.

4. Sidewalks. Sidewalks will be constructed adjacent to Classen Boulevard, 24th Avenue S.E., Liberty Point Drive and Liberty Circle. A 10' trail within a 20' trail easement will be installed adjacent to Post Oak Road.
5. Storm Sewers. Storm water and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Runoff will be conveyed to privately-maintained detention facility located on the east property. A property owner association will be responsible for maintenance of the detention pond, common open area and public rights-of-way.
6. Streets. Classen Boulevard is existing as a Principal Urban Arterial street and part of the State Highway System (US Highway 77). Twenty-fourth Avenue S.E. is proposed to be relocated to the northern portion of the property and connect to Classen Boulevard and constructed as a Minor Urban Arterial street. Liberty Point Drive and Liberty Circle will be constructed as collector streets. Post Oak Road will be constructed as a Minor Rural Arterial street.
7. Water Main. Twelve-inch water mains will be installed adjacent to Classen Boulevard, Post Oak Road and Liberty Point Drive/Liberty Circle. Water lines will serve the RV facility.

PUBLIC DEDICATIONS:

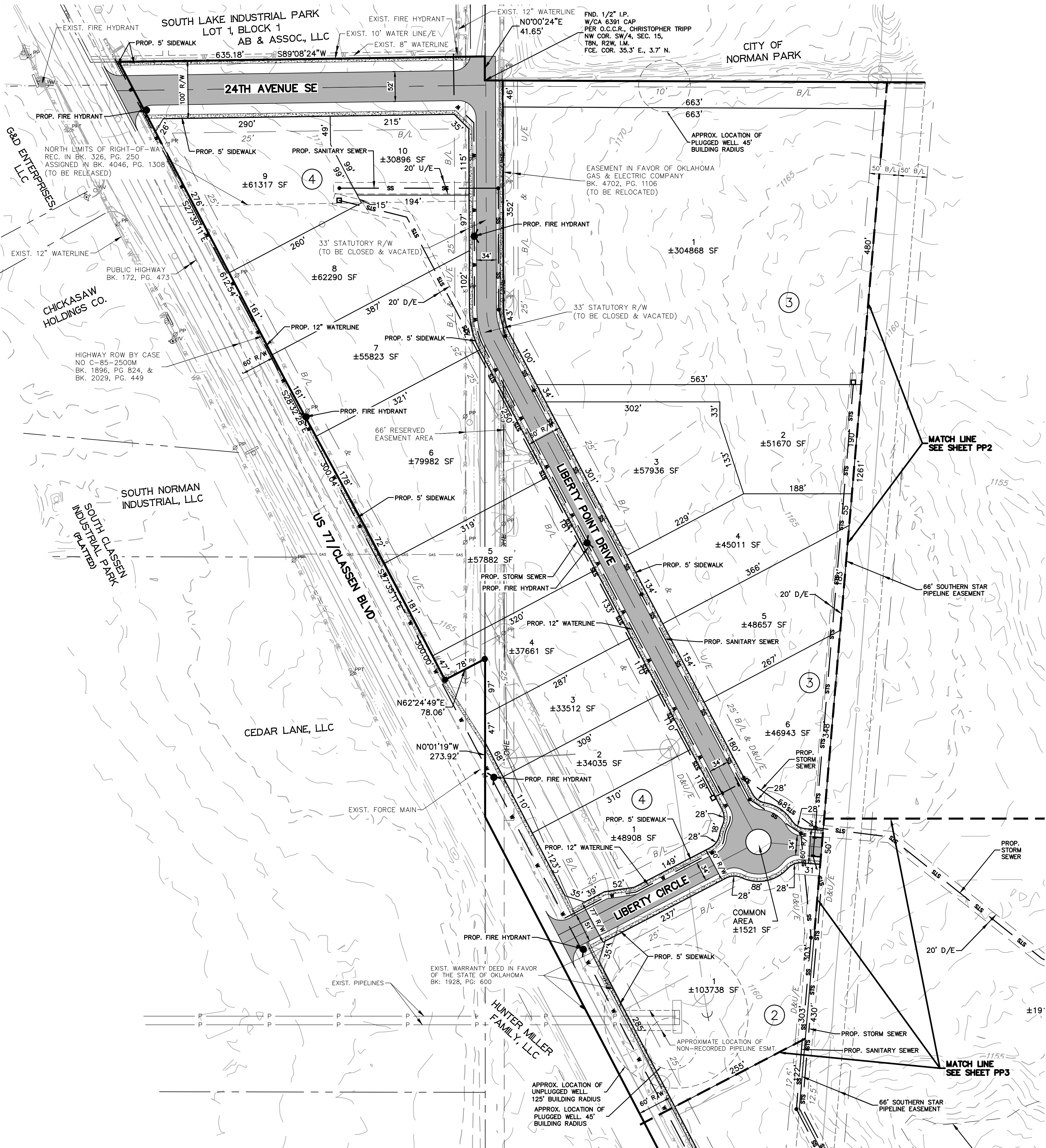
1. Easements. All required easements will be dedicated to the City on the final plat.
2. Rights-of-Way. All street rights-of-way will be dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary site development plan and preliminary plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The developer has proposed mixed uses for the property. The property consists of 151 acres. There are several commercial/office lots, storage facility and a large RV facility.

ACTION NEEDED: Recommend approval or disapproval of the preliminary plat for Liberty Point Addition, a Planned Unit Development to City Council subject to approvals of R-2324-83, O-2324-33 and O-2324-34.

ACTION TAKEN: _____



PRELIMINARY PLAT
LIBERTY POINT
A PLANNED UNIT DEVELOPMENT

BEING A PART OF THE EAST HALF (E/2), OF SECTION SIXTEEN (16) AND A PART OF THE SOUTHWEST QUARTER (SW/4), OF SECTION FIFTEEN (15), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA

DEVELOPER:
WIGGIN INVESTMENTS, LLC
5801 N BROADWAY EXT. STE 120
OKLAHOMA CITY, OK 73118

ENGINEER:
GRUBBS CONSULTING, LLC
1800 S. SARA ROAD
YUKON, OKLAHOMA 73099
(405) 265-0641

SUBDIVISION CONTAINS:
GROSS SUBDIVISION AREA = 151.05 ACRES
NUMBER OF LOTS = 24
CURRENT ZONING = I-1

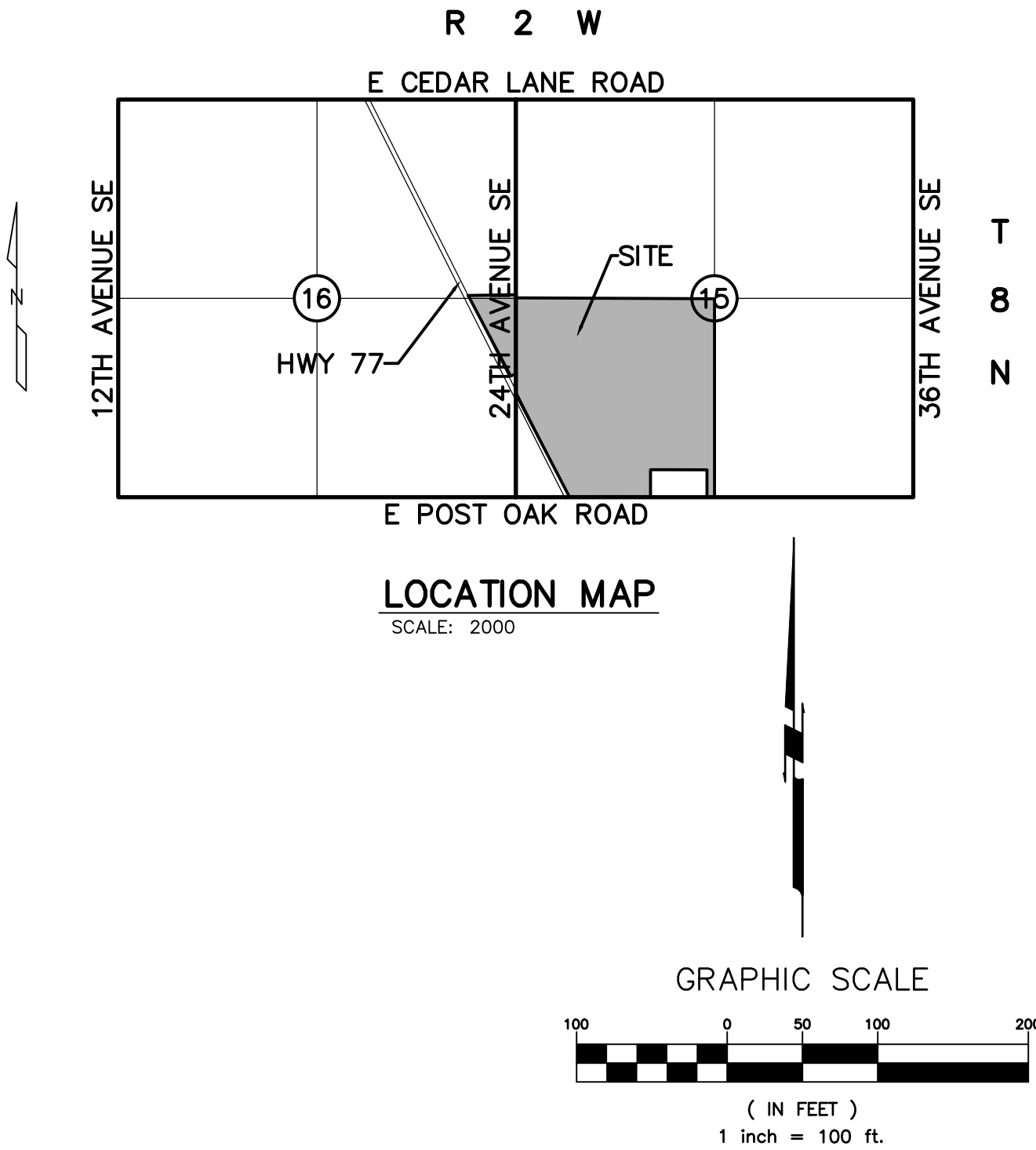
LEGAL DESCRIPTION:

A TRACT OF LAND LYING THE SOUTHWEST QUARTER (SW/4) OF SECTION FIFTEEN (15) AND THE EAST HALF (E/2) OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SW/4;
THENCE NORTH 89°53'33" WEST ALONG THE SOUTH LINE OF SAID SW/4 A DISTANCE OF 100.00 FEET;
THENCE NORTH 00°00'07" EAST AND PARALLEL WITH THE EAST LINE OF SW/4 A DISTANCE OF 363.00 FEET;
THENCE NORTH 89°53'33" WEST AND PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 750.00 FEET;
THENCE SOUTH 00°00'07" WEST AND PARALLEL WITH SAID EAST LINE A DISTANCE OF 363.00 FEET TO A POINT ON SAID SOUTH LINE;
THENCE NORTH 89°53'33" WEST ALONG SAID SOUTH LINE A DISTANCE OF 1076.44 FEET;
THENCE NORTH 27°30'23" WEST A DISTANCE OF 1538.58 FEET TO A POINT ON THE WEST LINE OF SAID SW/4;
THENCE NORTH 00°01'19" WEST ALONG SAID WEST LINE A DISTANCE OF 273.92 FEET TO A POINT ON THE SOUTHEAST CORNER OF A TRACT OF LAND AS DESCRIBED IN THE ALTA/NSPS LAND TITLE SURVEY BY HALE & ASSOCIATES DATED AUGUST 1ST, 2023;
THENCE ALONG SAID TRACT OF LAND THE FOLLOWING SIX (6) COURSES:
1. SOUTH 62°23'35" WEST A DISTANCE OF 78.06 FEET;
2. NORTH 27°36'25" WEST A DISTANCE OF 300.00 FEET;
3. NORTH 28°33'42" WEST A DISTANCE OF 300.04 FEET;
4. NORTH 27°36'25" WEST A DISTANCE OF 612.54 FEET;
5. NORTH 89°07'10" EAST A DISTANCE OF 635.17 FEET TO A POINT ON THE EAST LINE OF SAID E/2;
6. SOUTH 00°01'38" EAST ALONG THE EAST LINE OF SAID E/2 A DISTANCE OF 41.65 FEET TO THE NORTHWEST CORNER OF SAID SW/4;
THENCE SOUTH 89°44'29" EAST ALONG THE NORTH LINE OF SAID SW/4 DISTANCE OF 2637.64 FEET TO THE NORTHEAST CORNER OF SAID SW/4;
THENCE SOUTH 00°00'07" WEST ALONG THE EAST LINE OF SAID SW/4 A DISTANCE OF 2634.38 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 6,580,116 SQUARE FEET, OR 151.06 ACRES, MORE OR LESS.

NOTE:
EXISTING UTILITY COMPANIES TO
RETAIN EXISTING RIGHTS UNTIL
FACILITIES RELOCATED.



STORM DRAINAGE DETENTION FACILITY EASEMENT

DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION IN THE PLAT OF LIBERTY POINT; HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY OWNERS ASSOCIATION. OFFICIALS REPRESENTING THE PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT, PROPERTY OWNERS ASSOCIATION MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

- PG=PAGE
BK=BOOK
R/W = RIGHT-OF-WAY
LNA = LIMITS OF NO ACCESS
B/L = BUILDING LINE
U/E = PUBLIC UTILITY EASEMENT
D/E = PUBLIC DRAINAGE EASEMENT
D&U/E = PUBLIC DRAINAGE & UTILITY EASEMENT
PD/E = PRIVATE DRAINAGE EASEMENT
ESMT = EASEMENT
(X) BLOCK NO.
FM = EXIST. FORCE MAIN
SS = PROP. SANITARY SEWER
SS = EXIST. SANITARY SEWER
W = PROP. WATERLINE
W = EXIST. WATERLINE

GRUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
1800 S. SARA ROAD
YUKON, OK 73099
Phone: (405) 265-0641
Fax: (405) 265-0649
GRUBBS CONSULTING, LLC CERTIFICATE OF AUTHORIZATION NO. CA 5115 EXP. 06/30/24

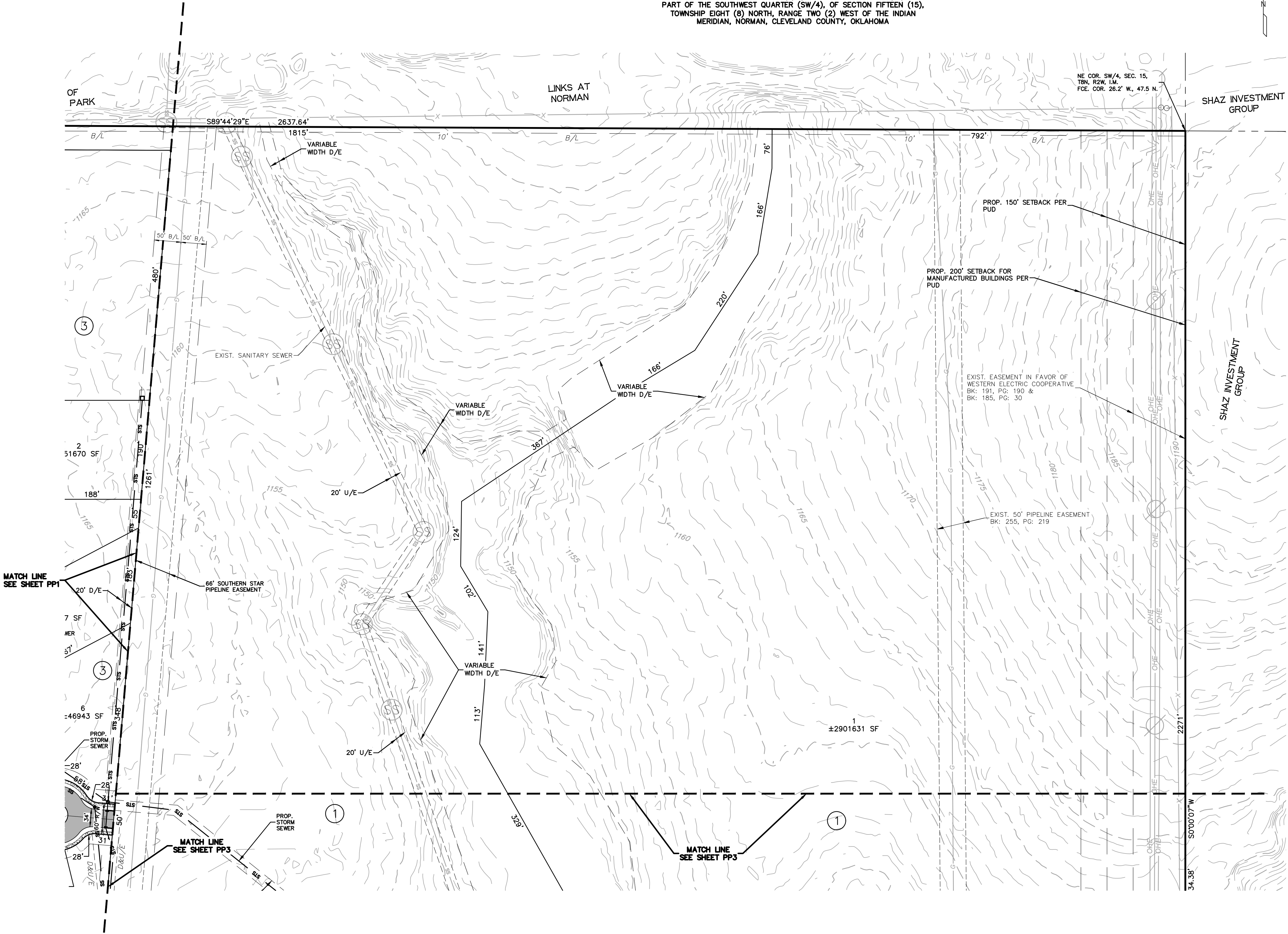
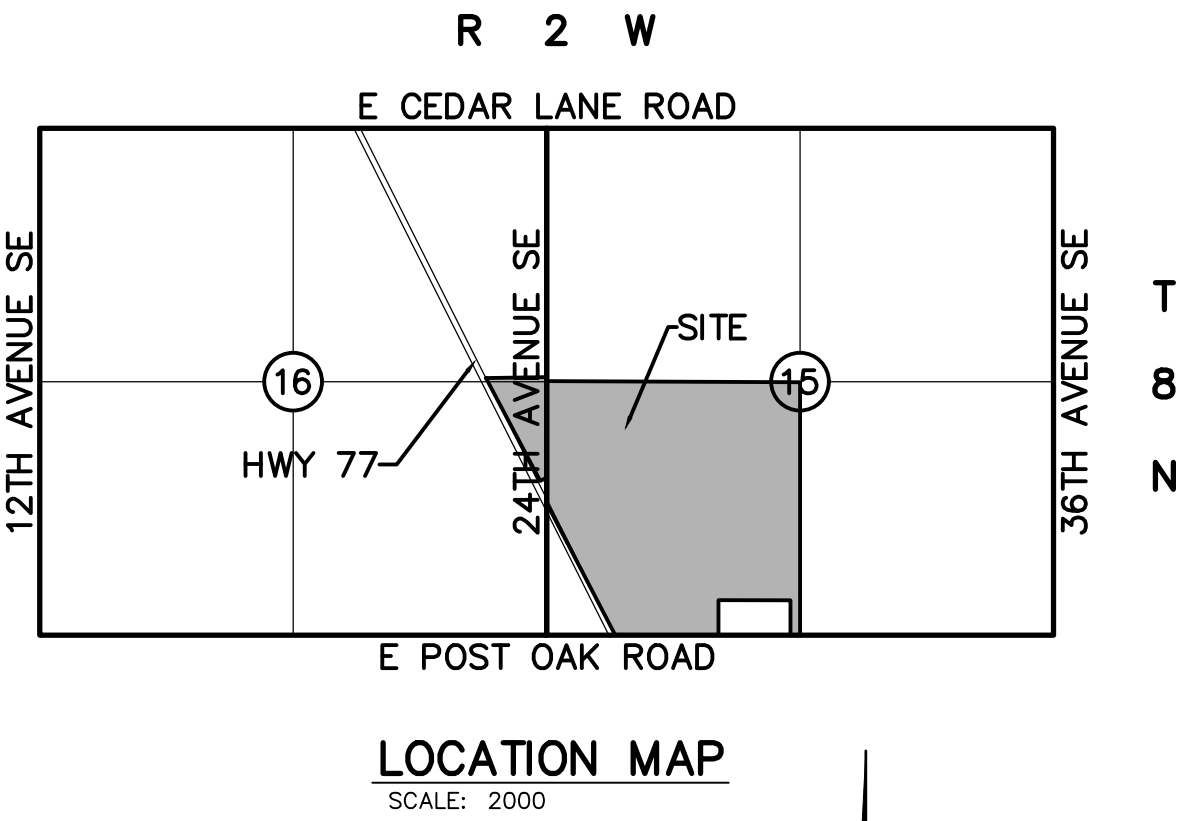
PRELIMINARY PLAT
LIBERTY POINT
A PLANNED UNIT DEVELOPMENT

BEING A PART OF THE EAST HALF (E/2), OF SECTION SIXTEEN (16) AND A PART OF THE SOUTHWEST QUARTER (SW/4), OF SECTION FIFTEEN (15), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA

DEVELOPER:
WIGGIN INVESTMENTS, LLC
5801 N BROADWAY EXT. STE 120
OKLAHOMA CITY, OK 73118

ENGINEER:
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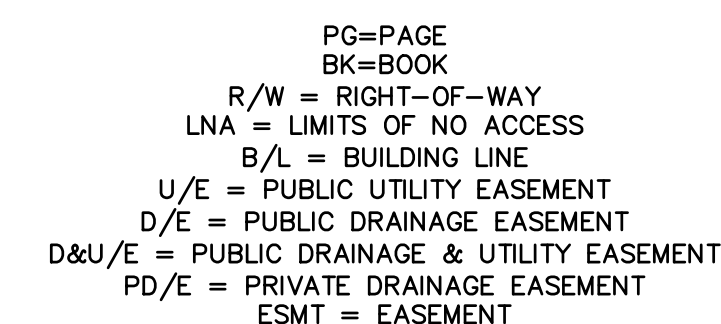
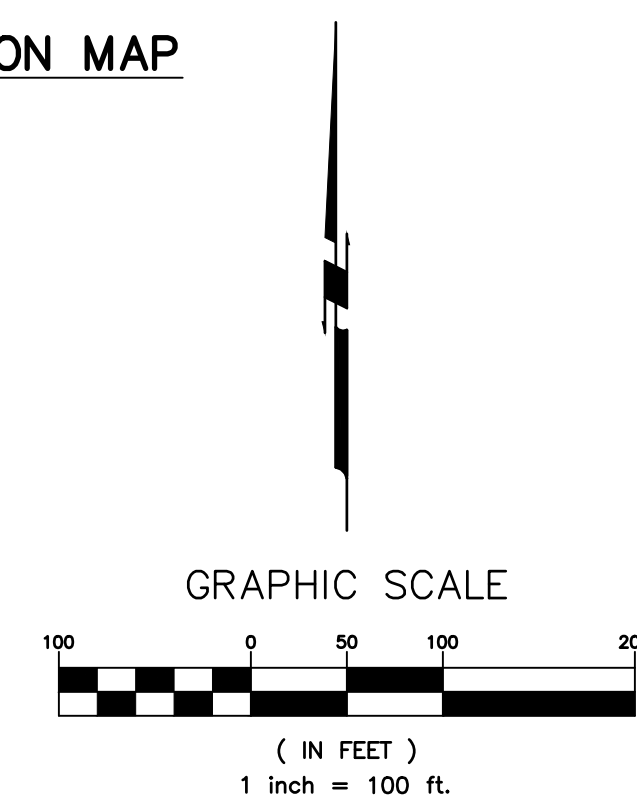
SUBDIVISION CONTAINS:
GROSS SUBDIVISION AREA = 151.05 ACRES
NUMBER OF LOTS = 24
CURRENT ZONING = I-1



BEING A PART OF THE EAST HALF (E/2), OF SECTION SIXTEEN (16) AND A
PART OF THE SOUTHWEST QUARTER (SW/4), OF SECTION FIFTEEN (15),
TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN
MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA

ENGINEER:
GRUBBS CONSULTING, LLC
1800 S. SARA ROAD
YUKON, OKLAHOMA 73099
(405) 265-0641

SUBDIVISION CONTAINS:
GROSS SUBDIVISION AREA = 151.05 ACRES
NUMBER OF LOTS = 24
CURRENT ZONING = I-1



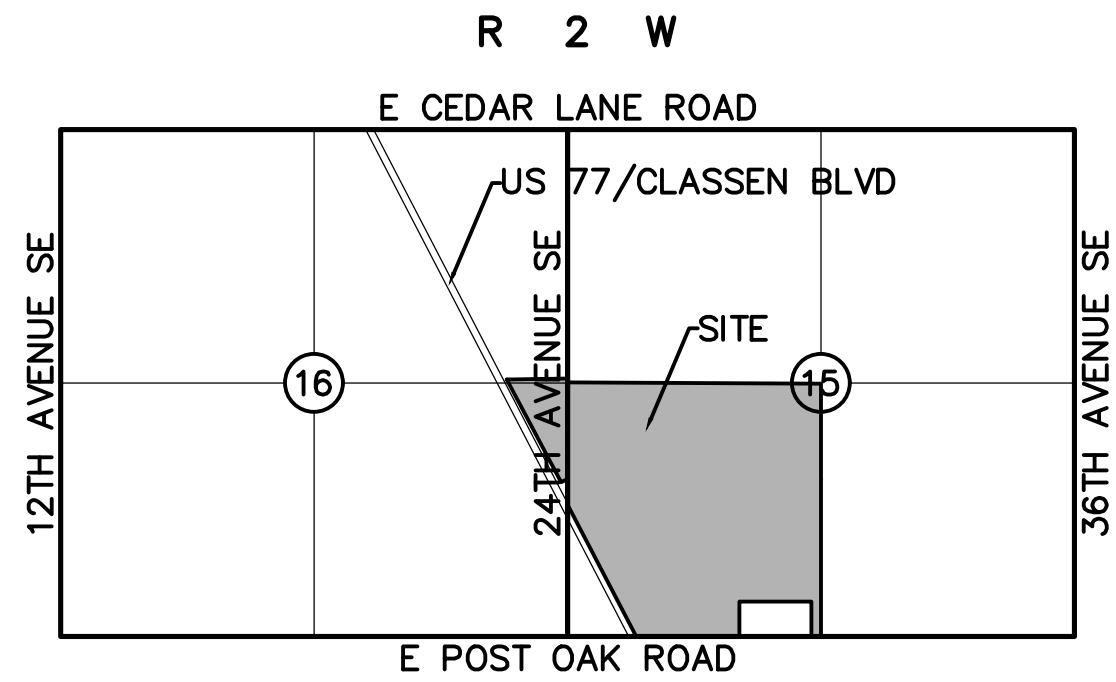
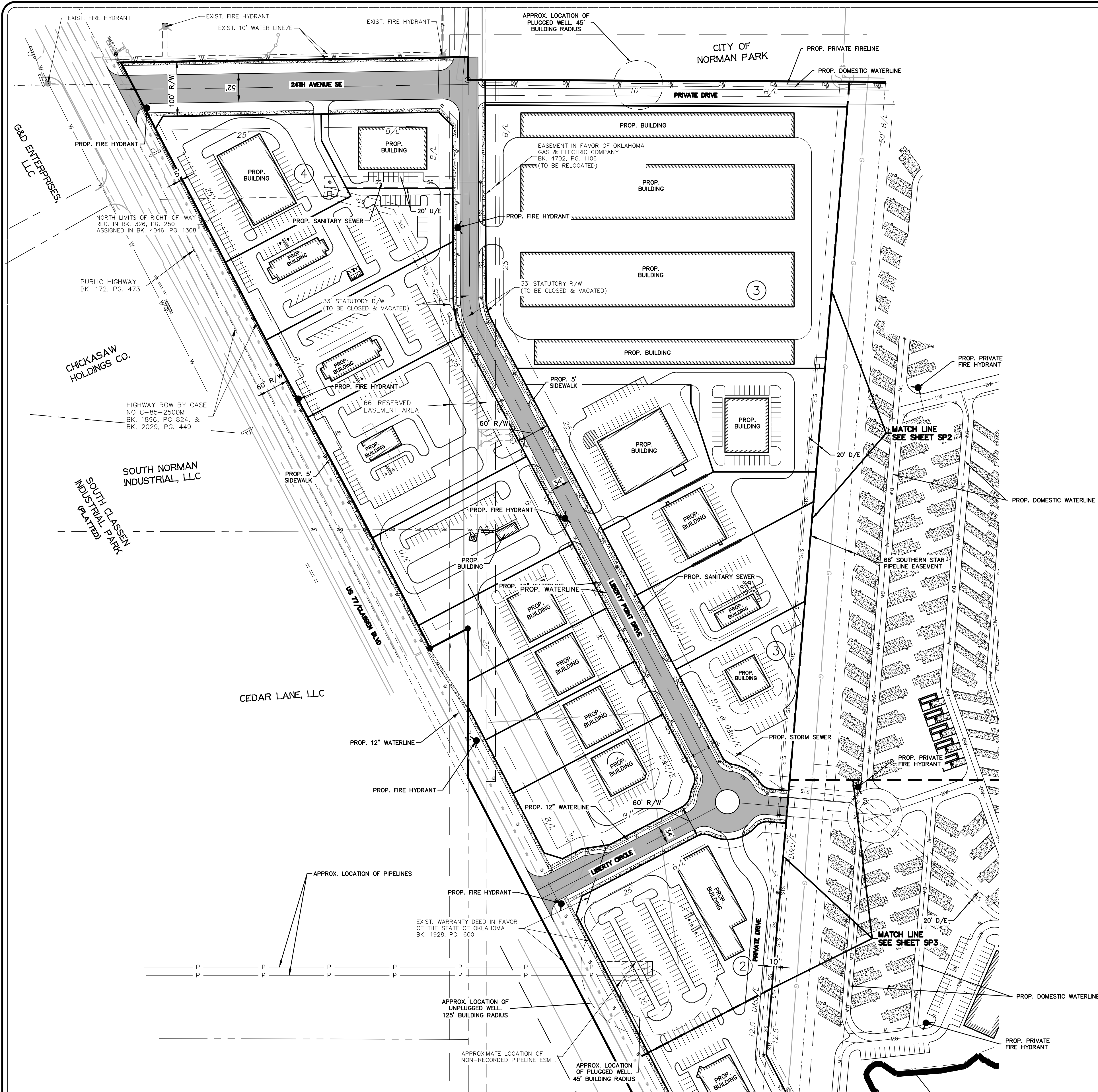
(X) BLOCK NO.

EXIST. FORCE MAIN
PROP. SANITARY SEWER
EXIST. SANITARY SEWER
PROP. WATERLINE
EXIST. WATERLINE

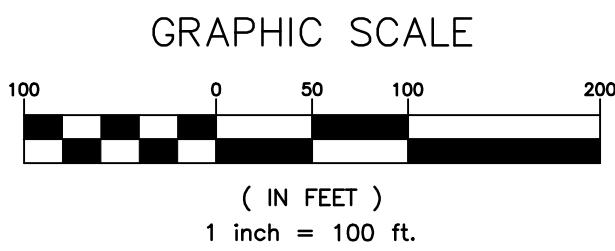


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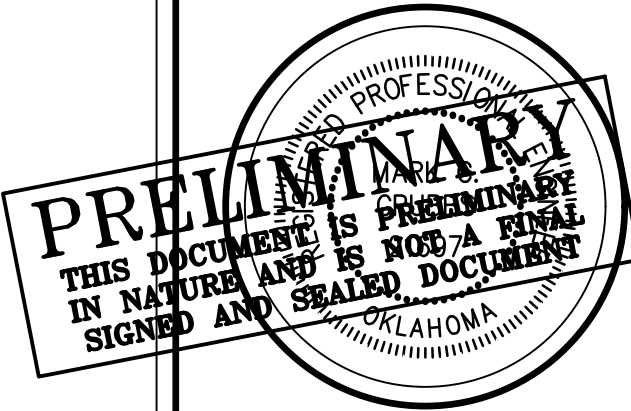
GRUBBS CONSULTING, LLC CERTIFICATE OF AUTHORIZATION NO. CA 5115 EXP. 06/30/24



LOCATION MAP
SCALE: 2000



NOTE:
EXISTING UTILITY COMPANIES TO
RETAIN EXISTING RIGHTS UNTIL
FACILITIES RELOCATED.

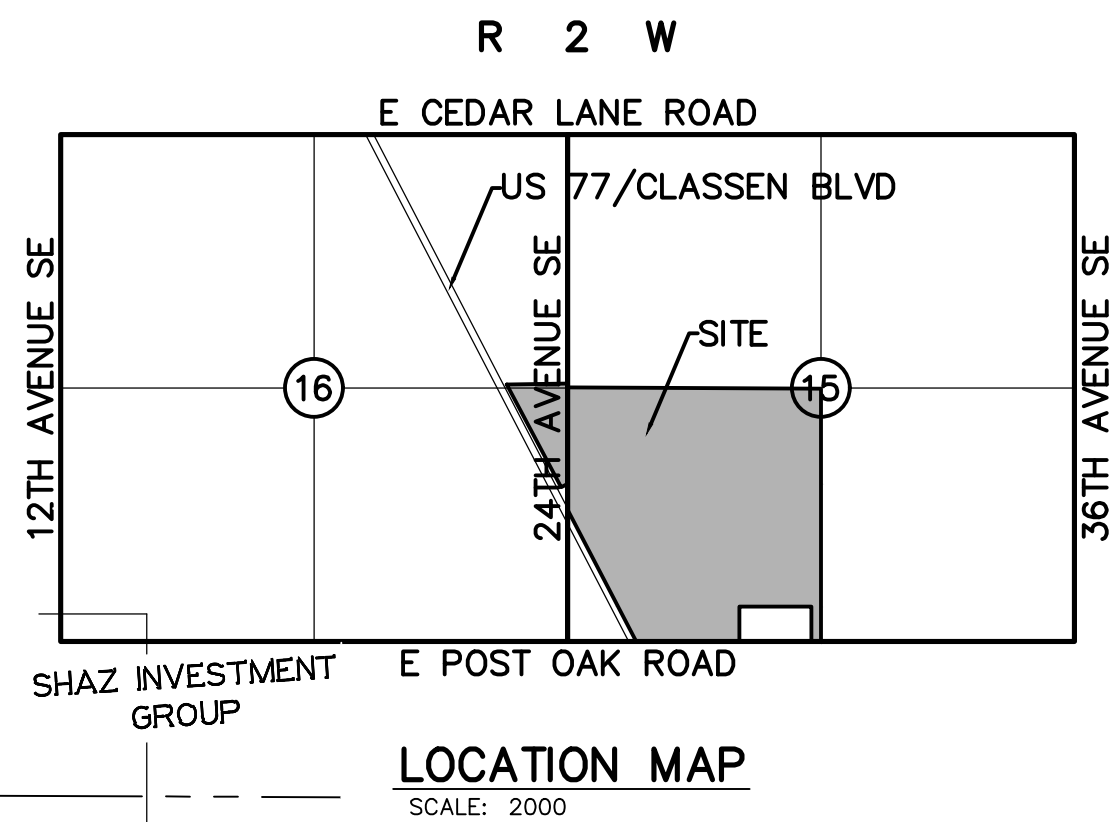
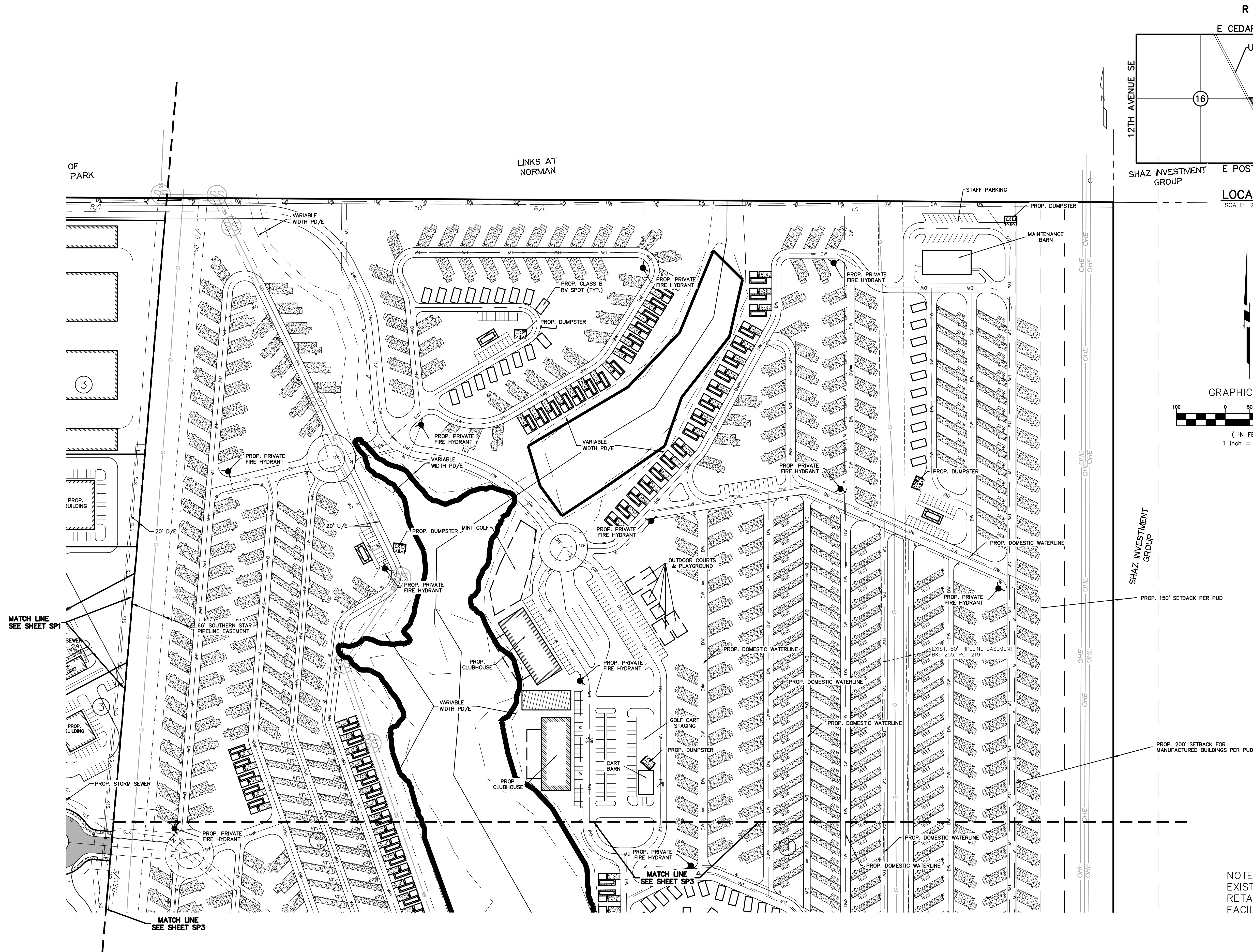


LIBERTY POINT
CLASSEN & POST OAK ROAD
NORMAN, OKLAHOMA
PRELIMINARY SITE
DEVELOPMENT PLAN

REVISIONS				
NO.		DESCRIPTION	DATE	

Proj. No.: 23-036
Date: 1/12/2024
Scale: (Horiz.) 1"=150'
(Vert.) N/A
Drawn By: [Signature]
Checked By: [Signature]
Approved By: [Signature]

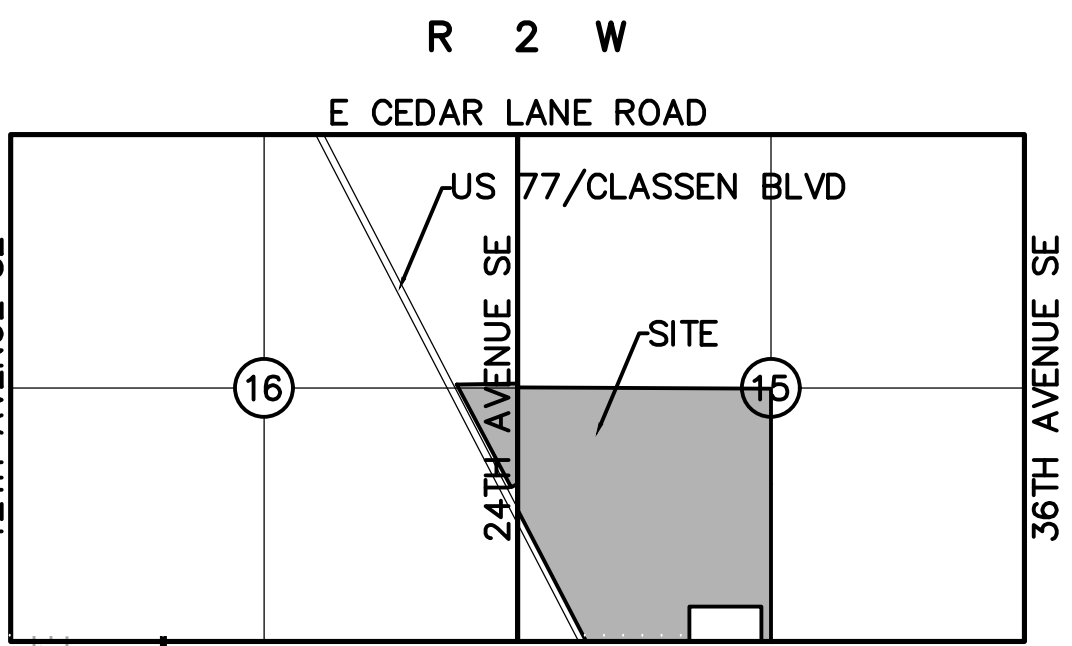
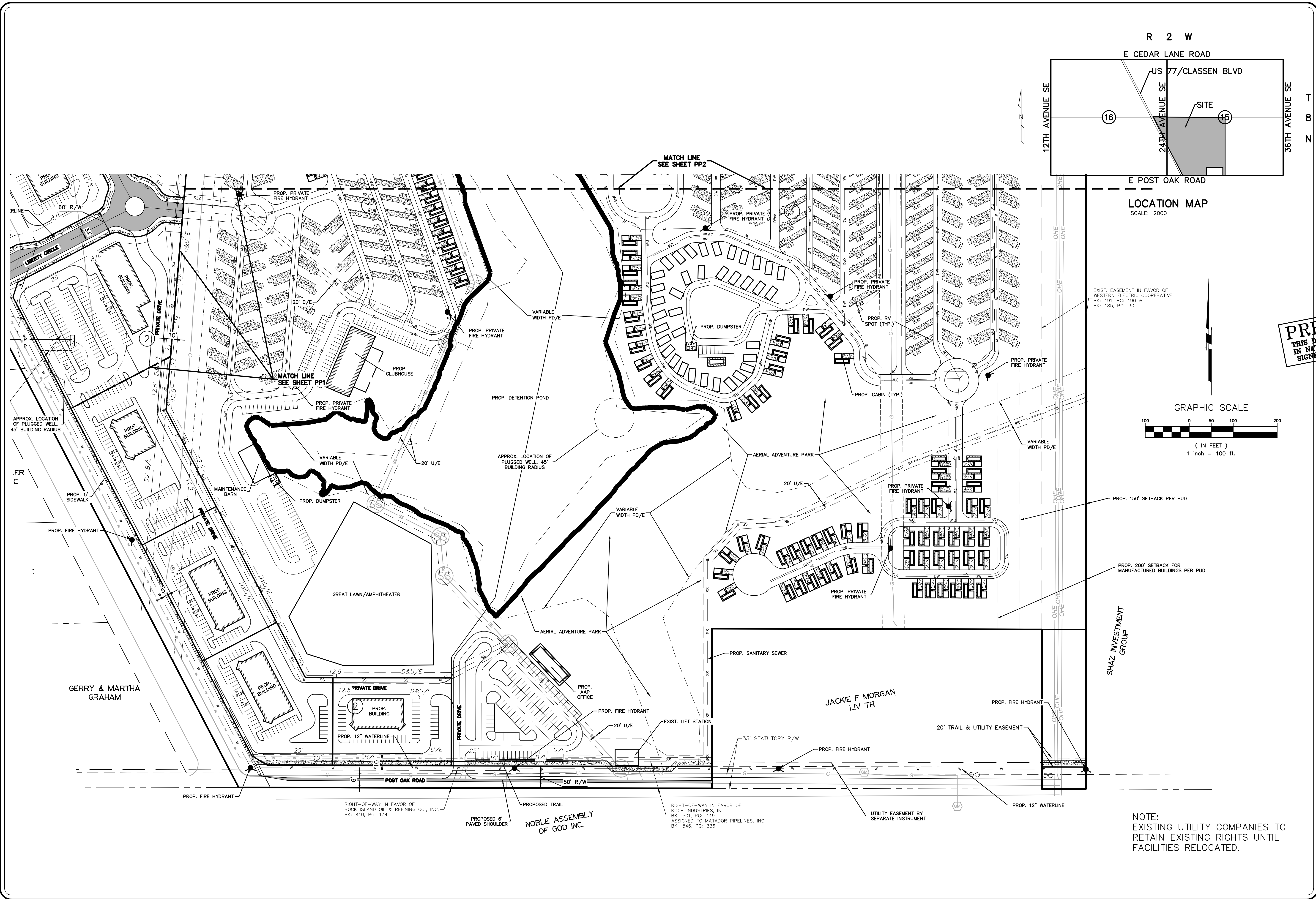
SHEET NUMBER
SP1



LIBERTY POINT
CLASSEN & POST OAK ROAD
NORMAN, OKLAHOMA
**PRELIMINARY SITE
DEVELOPMENT PLAN**

REVISIONS		NO.	DESCRIPTION	DATE
Proj. No.: 23-036				
Date: 1/12/2024				
Scale: (Horizontal) 1"=150'				
(Vertical) N/A				
Drawn By: [Signature]				
Checked By: [Signature]				
Approved By: [Signature]				

SHEET NUMBER
SP2



LIBERTY POINT
CLASSEN & POST OAK ROAD
NORMAN, OKLAHOMA
PRELIMINARY SITE DEVELOPMENT PLAN

REVISIONS		DATE
NO.	DESCRIPTION	

Proj. No.: 23-036
Date: 1/12/2024
Scale: (Horizontal) 1"=150'
(Vertical) N/A
Drawn By: [Signature]
Checked By: [Signature]
Approved By: [Signature]

SHEET NUMBER
SP3

NOTE:
EXISTING UTILITY COMPANIES TO
RETAIN EXISTING RIGHTS UNTIL
FACILITIES RELOCATED.

ITEM: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PRELIMINARY PLAT FOR LIBERTY POINT ADDITION, A PLANNED UNIT DEVELOPMENT.

LOCATION: Generally located east of Classen Boulevard (US Highway 77) one-half mile south of Cedar Lane Road and north of Post Oak Road.

INFORMATION:

1. Owners. D. Alan Haws, Inc. and Arkenco Development, L.L.C.
2. Developer. Wiggins Properties, L.L.C.
3. Engineer. Grubbs Consulting, L.L.C.

HISTORY:

1. Refer to the Planning Commission Staff Report, December 14, 2023.
2. December 14, 2023. Planning Commission, on a vote of 8-0, recommended amending the NORMAN 2025 Land Use and Transportation Plan from Mixed Use Designation and Low Density Residential Designation to Mixed Use Designation and from Future Urban Service Area to Current Urban Service Area and removal from Special Planning Area 7 (SPA-7) for approximately 151 acres.
3. December 14, 2023. Planning Commission, on a vote of 8-0, recommended placing this property into the PUD, Planned Unit Development and removing it from I-1, Light Industrial District.
4. December 14, 2023. Planning Commission, on a vote of 8-0, recommended to City Council the closure of 24th Avenue S.E. right-of-way (full width).
5. December 14, 2023. Planning Commission, on a vote of 8-0 recommended to City Council that the preliminary plat for Liberty Point Addition, a Planned Unit Development be approved.

IMPROVEMENT PROGRAM:

1. Refer to the Planning Commission Staff Report, December 14, 2023.

PUBLIC DEDICATIONS:

1. Refer to the Planning Commission Staff Report, December 14, 2023.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum, location map, preliminary site development plan, preliminary plat, Staff report recommending approval, and pertinent excerpts from the Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the preliminary plat for Liberty Point Addition, a Planned Unit Development.

ACTION TAKEN:_____

File Attachments for Item:

25. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-109: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND WIGGINS PROPERTIES, L.L.C., AUTHORIZING COLLECTION OF A MONTHLY LIFT STATION FEE FROM DEVELOPED LOTS IN THE LIBERTY POINT DEVELOPMENT FOR THE OPERATION, MAINTENANCE AND REPLACEMENT OF THE POST OAK LIFT STATION.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 2/13/2024

REQUESTER: Nathan Madenwald, Utilities Engineer

PRESENTER: Nathan Madenwald, Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-109: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND WIGGINS PROPERTIES, L.L.C., AUTHORIZING COLLECTION OF A MONTHLY LIFT STATION FEE FROM DEVELOPED LOTS IN THE LIBERTY POINT DEVELOPMENT FOR THE OPERATION, MAINTENANCE AND REPLACEMENT OF THE POST OAK LIFT STATION.

BACKGROUND:

In 2003, the general policy was modified to allow installation of new lift stations if long-term operation, maintenance and capital equipment replacement costs (OM&R) were borne by the users of the new lift station (LS). An administrative Lift Station Fee collected through utility billing and applicable to each lot or customer in the new development was implemented through a contractual agreement.

To date, the Norman Utilities Authority (NUA) has approved fifteen lift station agreements as follows:

1. Summit Lakes Addition (K-0304-51 approved 8/26/2003);
2. Summit Valley Addition (K-0304-57 approved 9/25/2003);
3. Eagle Cliff South Addition (K-0304-58 approved 10/14/2003);
4. Cobblestone West Addition (K-0405-119 approved 02/22/2005);
5. Alameda Park Addition (K-0506-30 approved 07/12/2005);
6. Red Rock Canyon Addition and Park Hill Addition (K-0506-139 approved 05/09/2006);
7. Siena Springs Addition (K-0607-70 approved 10/10/2006);
8. Links at Norman PUD (K-0809-115 approved 04/14/2009);
9. Stone Lake Addition (K-1415-130 approved 04/28/2015);
10. The Barn at Terra Verde (K-1819-59 approved 09/24/2018);
11. Eagle Cliff South Section 7 Addition (K-1920-48 approved 9/24/2019);
12. Turtle Crossing (K-1920-111 approved 3/24/2020);
13. Varenna Landing (K-2021-40 approved 8/25/2020);
14. NRH Medical Park West Section 2 Replat (K-2021-88 approved 4/13/2021);
15. Eagle Cliff West (K-2122-17 approved 6/27/2023); and
16. Post Oak Lift Station – Armstrong Consolidation Development (K-2324-32 approved 9/26/2023).

DISCUSSION:

City Council/NUA previously approved Contract K-0809-115 for the Links at Norman PUD development lift station agreement and also required the construction of the Post Oak Lift Station. Later, Contract K-2324-32 was approved for the planned Armstrong Consolidation Project development also within the Post Oak Lift Station service area.

This Liberty Point development will be served by the same lift station and therefore is required to enter into a similar lift station agreement. The preliminary plat for the development area was considered by Planning Commission on December 14, 2023, and is proposed as a companion item for City Council on this docket. This contract must be must be approved by the developer of the Liberty Point development requiring them to fund a portion of the ongoing OM&R of the existing LS.

The developer of Liberty Point, Wiggins Properties, LLC, is willing to implement the LS OM&R fee for the preliminary plat. If acceptable to NUA/Council, these costs would be recovered through proposed Contract K-2324-109. The monthly LS fee for the Links development will be unchanged since this area was included in the original service basin. Estimated cost for a commercial lot will be \$47.42 per month and cost per multi-family residential unit will be \$2.70. The proposed contract provides the following:

- 1) The LS OM&R fee (the Lift Station Fee) would be filed of record as a restrictive covenant with the final plat of the Liberty Point development as well as any other new areas that ultimately obtain sewer service from the Post Oak LS.
- 2) The LS Fee will be adjusted annually to account for inflation and may otherwise be adjusted if changes to the LS service area necessitate an adjustment.
- 3) In the event a LS is taken out of service and its wastewater flows by gravity to a wastewater treatment facility site, the LS Fee would be discontinued.
- 4) The LS Fee will be calculated for each dwelling unit as well as a per capita basis to accommodate other zoning classifications such as commercial, institutional, industrial, etc.
- 5) The LS Fee will be collected monthly from each dwelling unit or non-residential entity contributing flow to the LS through the City's Utility billing system.

The calculations for this fee are shown as Exhibit A to the contract while Exhibit B illustrates the area to be served by the Post Oak LS including the proposed development.

RECOMMENDATION:

Staff recommends approval of Contract K-2324-109 between the Norman Utilities Authority and Wiggins Properties, L.L.C., implementing the Post Oak Lift Station Fee for the Liberty Point development to the City of Norman.

LIFT STATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2023, by and between the Norman Utilities Authority (hereinafter referred to as the "Authority") and Wiggins Investments, LLC, an Oklahoma limited liability company (hereinafter referred to as the "Developer").

1. WHEREAS, the Developer applying for the approval of developing and subdividing their property, which would otherwise be served by septic tanks or sewage lagoons maintained privately, and desires that their property be served by a lift station which would pump wastewater into the Authority's wastewater system; and
2. WHEREAS, this alternative, if approved by the Authority would require additional operation, maintenance, and replacement costs which are unique to the particular subdivision being served; and
3. WHEREAS, the Developer of the proposed Liberty Point subdivision requests that the subdivision be provided wastewater service through the existing Post Oak Lift Station pumping into the Authority's wastewater system; and
4. WHEREAS, the Developer requests that this alternative be approved as part of the platting process and that an administrative lift station fee be established for each lot or unit in the Liberty Point subdivision to provide for the operation, maintenance, and replacement of said lift station serving said subdivision; and
5. WHEREAS, the existing Post Oak Lift Station was constructed and placed into service in 2010 and is subject to a lift station fee pursuant to Contract K-0809-115 which requires that the lift station fee be established for all lots connecting to the lift station; and
6. WHEREAS, connecting to the existing Post Oak Lift Station and the serving of the Liberty Point subdivision by the lift station will be of great advantage to the property owners within the subdivision by reducing their costs for the installation, operation and maintenance of septic systems or privately maintained sewage lagoons.

BE IT THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO:

7. THAT the parties do establish an operation, maintenance, and replacement monthly lift station fee for the Liberty Point subdivision whose sanitary sewage will flow to the existing Post Oak Lift Station for the purpose of pumping wastewater into the City's wastewater system and that said monthly fee be billed each lot in all subdivisions served by the lift station by the City of Norman through the utility billing process. Said provisions shall be included in the restrictive covenants covering said subdivisions.
8. THAT the procedure for establishing said operation, maintenance, and replacement fee for each individual subdivision shall be as follows:
 - (a) Prior to Council consideration of the preliminary plat, the Utilities Engineer or his authorized representative, shall estimate the annual administrative fee (the Lift Station Fee) necessary

to provide for the proper operation, maintenance and replacement (OM&R) of the Post Oak Lift Station, force main and associated appurtenances.

- (b) The Authority shall levy the Lift Station Fee upon all lots within the Post Oak service area and this determination shall be made a condition of Council's preliminary plat approval.
- (c) Prior to Council consideration of any final plat utilizing the Post Oak Lift Station and force main, the Utilities Engineer or his authorized representative, shall update and adjust the Lift Station Fee as required by the amended lift station service area. The adjusted Lift Station Fee shall be filed of record as a restrictive covenant with said final plat all future final plats within the lift station service area.
- (d) The Lift Station Fee will be adjusted annually to account for inflation based on the rate of change in the United States Department of Labor's Consumer Price Index for All Urban Consumers for the month most recently published, as compared to the same month in the previous year, and may otherwise be adjusted if the Authority determines that changes to the lift station's service area boundaries necessitate said adjustment.
- (e) In the event a new lift station enlarges the service area of the existing Post Oak Lift Station and replaces said lift station, the Lift Station Fee applicable to all existing final plats may not increase as a result of new calculation. However, the Lift Station Fee applicable to all existing final plats (if any) may decrease to the amount of new Lift Station Fee calculation.
- (f) The Lift Station Fee shall be charged and collected in perpetuity as long as the lift station remains in operation.
- (g) In the event the lift station is taken out of service and its wastewater subsequently flows by gravity to the wastewater treatment facility site, any applicable Lift Station Fee shall be discontinued upon filing of a notice by the Authority.
- (h) The Lift Station Fee shall be made a part of the City of Norman Utility bill for collection monthly and accounted for in the Wastewater Fund.
- (i) The estimated Lift Station Fee has been calculated and is attached hereto as Exhibit "A" and made a part hereof.
- (j) The proposed Liberty Point subdivision was envisioned and accounted for within the design of the Post Oak Lift Station service area is shown on Exhibit "B" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Authority and Developer have executed this Agreement.

Norman Utilities Authority
201 West Gray
Norman, OK 73069

ATTEST:

By:

Larry Heikkila, Chairperson

Secretary

APPROVED as to form and legality this 8 day of February, 2024.

Elizabeth Elvickela
Authority Attorney

Wiggins Investments, LLC
5801 N Broadway Ext., Suite 120
Oklahoma City, OK 73116

By:

Chuck Wiggins
CHUCK WIGGIN, Manager

Subscribed and sworn to before me this 06 day of February, 2024.



Larenda G. Hord
Notary Public

My Commission Expires:

April 22, 2027

Exhibit A										
Post Oak Lift Station										
The Engineering Report provided by the developer will include sufficient information to allow the City of Norman to calculate the approximate cost to operate, maintain and replace capital equipment for the life of the proposed lift station. This information shall include the following at a minimum:										
Proposed Lift Station Sewer Service Area including expected number and type of residential units as well as the number of acres of other zoning classifications such as commercial, institutional, industrial, etc. If applicable, a phasing plan shall be submitted. Calculate estimated population equivalent to be served by the lift station (include total population and breakout by phases, if applicable.) Estimated average daily wastewater flow (ADF) in gallons per day (GPD) and peak hourly flow in GPD utilizing generally accepted standards for per capita ADF or other data acceptable to the City of Norman.										
	Parcel 1 Links Units	The Acres	Parcel 2A (Commercial) Acres	Parcel 2B (Residential) Units	Parcel 3 (Industrial) Acres	Parcel 4 (Mixed Use) Acres	Parcel 5 RV Park Acres	Parcel 6 (LDR) Units	Parcel 7 (LDR) Acres	Total
	924	29.27	400	5.45	7	138	1	48.42		
Population Equivalent Per Category	1.60	14.38	1.60	10.00	14.38	8.89	2.54	8.89		
Estimated Population	1,478	421	640	54	101	1,226	3	430		4,354
Estimated average daily wastewater flow (ADF) in gallons per day using 125 gpcd	147,840	42,090	64,000	5,447	10,080	98,074	318	53,807		421,656
Estimated peak hourly flow in GPD	517,440	147,316	224,000	19,065	35,281	343,261	1,111	188,324		1,475,797
Peaking Factor	3.5									
Drawings showing the location of the proposed lift station, force main and access roadways. Include sufficient data to allow the pump static head to be determined).										
HP = ((GPM) x (TDH)) / ((3960) x (0.50)) where pump efficiency is assumed to be 50% (unless otherwise approved). Check if pump of estimated GPM and TDH is available; adjust HP as required.										
	GPM	TDH	Efficiency	HP						
	1000	120	50%	60.61						
Estimate average annual electrical cost										
1. Pump time (hours per day) = ((ADF in GPD) x 24) / (1440 x (Pump Capacity in GPM))										
	ADF	Pumping Capacity	Pumping Hours/day							
	421,656	1000	7.03							
2. kilowatt-hours (kWh) = (HP) x 0.746 x (pump time in hours per day) x 365										
	HP	Pumping Hours/Day	Kwh Per Day	Kwh Per Year						
	60.61	7.03	317.73	115,973						
3. Annual Electrical Cost = kWh per year x \$0.08 kWh										
	Kwh Per Year	Cost per Kwh	Cost per Year							
	115,973	\$0.08	\$9,277.80							
Estimate annual lift station and force main OM&R cost. Provide approximate cost for lift station and appurtenances. Include wetwell, pumps, discharge piping and valves, electrical controls, flow metering, force main quick-connect coupling, valve vault, fittings and valves, fencing, all weather access road, force main, air release valves and vaults, etc. Assume annual replacement cost is 5% of original construction cost.										
Annual OM&R Cost = 0.05 x Capital Cost										
	Lift Station Cost	Force Main Length	12" Force Main Per Foot	Force Main Cost	Total Cost	Annual Cost				
	\$580,484.00	9,350	\$36.00	\$336,600	\$917,084	\$45,854				
Calculate Total Monthly OM&R Cost: Monthly OM&R Cost = (Annual Electrical Cost + Annual OM&R Cost) / 12										
	Electrical Cost	Emer Gen Maint Cost	OM&R Cost	Total Annual Cost	Total Monthly Cost					
	\$9,277.80	\$2,700.00	\$45,854.20	\$57,832.00	\$4,819.33					
Calculate Lift Station Fee: The fee will be calculated on a residential lot basis as well as a per capita basis to accommodate other zoning classifications such as commercial, institutional, industrial, etc.										
Monthly Per Capita Fee = ((Monthly OM&R Cost) x Per Capita ADF) / ((ADF) x 30.417 days per month)										
Monthly Residential Fee = where the number of persons per household is the same as was assumed in the Engineering Report.										
	Total Annual Monthly	Monthly Cost Per	Monthly Cost Per	Monthly Cost Per	Monthly Cost Per					
	Cost	Person	Household	Apartment/ RV Space	Business					
Original Agreement Rate	\$4,819.33	\$1.11	\$2.81	\$1.77	\$31.06					
Current Rate w/ Inflation (adj. 7/1/23)		\$1.69	\$4.29	\$2.70	\$47.42					

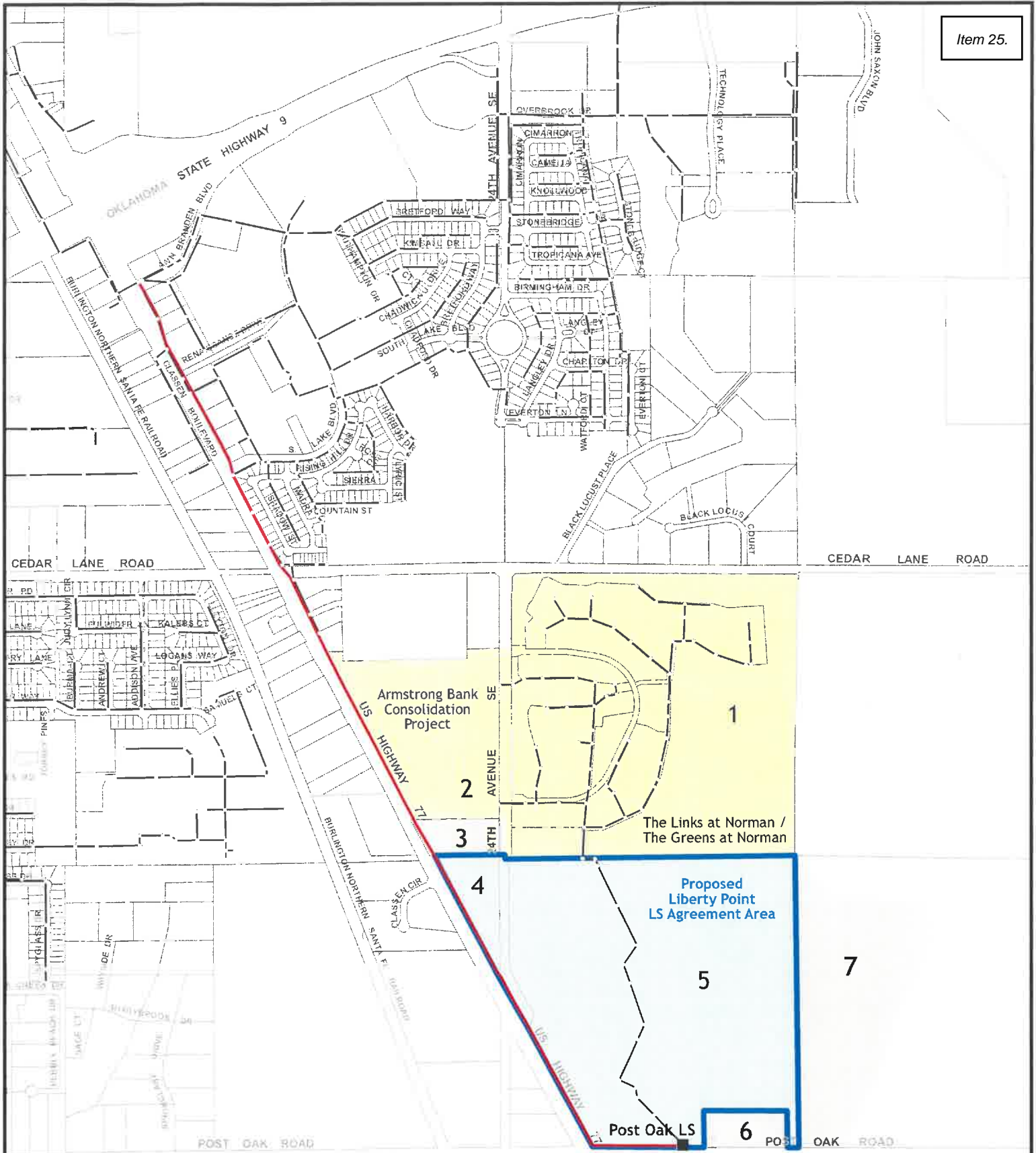


Exhibit B - Liberty Point Lift Station Agreement



Map Produced by the City of Norman
Geographic Information System.

The City of Norman assumes no
responsibility for errors or omissions
in the information presented.

0 0.1 0.2 0.3 Miles

December 6, 2023



- Lift Station
- Proposed Liberty Point Agreement
- SS Force Main
- Existing LS Agreements
- SS Gravity Main
- Future LS Agreements
- Parcel Boundary